

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
BOARD MEETING
March 10, 2022
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Board provides for an opportunity for public comment at the beginning of each regular meeting. The Public 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. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Board members in advance of the meeting.

C. APPROVAL OF MEETING MINUTES (action item)

1. February 10, 2022 Board Meeting
2. February 10, 2022 Board Workshop

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. **THIRD PARTY PAYMENT OPTIONS STRATEGY** – *Tom Chully, Director of Service Strategy*
(action item)
2. **SUSTAINABILITY PROGRAM UPDATE** – *Bryan Homayouni, Director of Intelligent Transportation Systems* (info item)

(CONTINUED ON PAGE 2)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they 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 Iranetta.Dennis@CFXway.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

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

C.

APPROVAL OF
BOARD MEETING MINUTES

1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD MEETING February 10, 2022

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Boardroom

A. CALL TO ORDER

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

Board Members Present:

Commissioner Sean Parks, Lake County (Chairman)
Mayor Jerry Demings, Orange County (Vice Chairman)
Commissioner Lee Constantine, Seminole County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Buddy Dyer, City of Orlando
Jay Madara, Gubernatorial Appointment
Christopher "CJ" Maier, Gubernatorial Appointment
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Victoria Siplin, Orange County
Commissioner Curt Smith, Brevard County

Staff Present at Dais:

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

Non-Voting Advisor Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- There were no public comments from members of the audience.
- There were no written public comments received by the deadline.

C. APPROVAL OF DECEMBER 9, 2021 BOARD MEETING MINUTES

A motion was made by Mayor Dyer and seconded by Commissioner Siplin to approve the December 9, 2021 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. Commissioner Arrington was not present.

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

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

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

Project 408-764	Ranger Construction Industries, Inc.	(\$	413,502.78)
Project 417-141	Hubbard Construction Co.	\$	129,937.77
Project 417-142	Prince Contracting	(\$	128,870.82)
Project 417-751	Kiewit Infrastructure South Co.	(\$	60,312.54)
Project 538-165	The Lane Construction Corp.	\$	42,375.59
Project 599-756	S&D Industrial Painting, Inc.	(\$	113,135.23)
2. Approval of First Contract Renewal with Ardaman & Associates, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract No. 001434 (Agreement Value \$500,000.00)
3. Approval of Cooperative Purchase Agreement with HRV Conformance Verification Associates, Inc. for Materials Inspection, Sampling and Testing, Contract No. 001885 (Agreement Value: not-to-exceed \$1,500,000.00)
4. Approval of Cooperative Purchase Agreement with KTA-Tator, Inc. for Materials Inspection, Sampling and Testing, Contract No. 001886 (Agreement Value: not-to-exceed \$1,500,000.00)

ENGINEERING

5. Approval of Supplemental Agreement No. 2 with WGI, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 1) Project No. 538-234, Contract No. 001647 (Agreement Value: \$645,514.25)
6. Authorization for Negotiations for Design Services for SR 528 West Mainline Data Collection Gantries, Project No. 528-172, Contract No. 001845

7. Approval of Contract Award to The New Florida Industrial Electric, Inc. for SR 528 and SR 520 Interchange Lighting Project, Project No. 528-163, Contract No. 001867 (Agreement Value: \$2,954,003.18)
8. Authorization of Mitigation Credit Purchases with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank, Project 528-757 (Agreement Value: not-to-exceed \$580,000.00)

FINANCE

9. Approval of First Contract Renewal with Wells Fargo Bank, N.A. for Banking Services, Contract No. 001496 (Agreement Value: \$ 1,470,000.00)

INTERNAL AUDIT

10. Acceptance of Internal Audit Report:
 - a. Engineering and Construction Invoicing Review
 - b. Procurement and Contract Billing Audit
 - c. Payment Card Industry Assessment
 - d. Department of Highway Safety and Motor Vehicles Data Security Assessment
 - e. Driver and Vehicle Information Data Base Data Security Assessment

LEGAL

11. Approval of Right of Way Transfer and Continuing Maintenance Agreement Between CFX and the City of Ocoee, Florida, Project No. 429-603, Parcels 62-161 Part A, Portion 3 (Tract 3), 62-161 Part B, Portion 1 (Tract 1), and 62-161 Part B, Portion 4 (Tract 2)
12. Approval of Declaration of Property as Surplus Property Available for Sale, Project Number 429-603, Parcels 62-161 Part A, Portion 1 (Tract D) Part B and 62-161 Part B, Portion 2 (Tract C)
13. Approval of Amended, Restated and Assigned Right of Way Acquisition Agreement (West Segment) between the CFX, Lake Nona Land Company, LLC, Lake Nona Research I, LLC, TDCP, LLC and Osceola County, Project No. 599-2260
14. Approval of Amended and Restated Right of Way Acquisition Agreement (East Segment) between CFX, Central Florida Property Holdings 500, LLC, Central Florida Property Holdings 600, LLC and Springhead North, LLC, Project No. 599-2260
15. Approval of First Amendment to Agreement to Convey Conservation Lands between CFX, Suburban Land Reserve, Inc. and Tavistock East Holdings, LLC, Project No. 599-2260

MAINTENANCE

16. Approval of Contract Award to Louis Berger Hawthorne Services, Inc. for, Roadway and Bridge Maintenance Services - SR 414, SR 429, SR 451 and SR 453, Contract No. 001821 (Agreement Value: \$28,670,000.00)
17. Approval of Contract Award to Arazoza Brothers Corporation for SR 408 and SR 417 Interchange Landscaping, Project No. 408-831, Contract No. 001855 (Agreement Value: \$1,675,253.00)
18. Ratification of Contract Award to Louis Berger Hawthorne Services, Inc. for Facilities Maintenance Services – CFX’s Toll Facilities, Contract No. 001860 (Agreement Value: \$1,326,000.00)
19. Approval of Subcontractors to Louis Berger Hawthorne Services, Inc. for Facilities Maintenance Services – CFX’s Toll Facilities, Contract No. 001860

PUBLIC OUTREACH

20. Approval of Partnership Agreement Between CFX and WFTV for Fiscal Year 2022/23 Safety Campaign, Contract No. 001890 (Agreement Value: not-to-exceed \$156,000.00)

TECHNOLOGY/TOLL OPERATIONS

21. Approval of Revised E-PASS User Agreement

TRAFFIC OPERATIONS

22. Approval of Contract Award to Sice, Inc. for DMS Replacement Project – Phase 2, Project No. 599-545B, Contract No. 001826 (Agreement Value \$ 4,263,203.36)
23. Approval of EPG Engineering, Inc. as Subconsultant to Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Three-Line Dynamic Message Signs Replacement Project, Project No. 599-545, Contract No. 001419

A motion was made by Commissioner Constantine and seconded by Commissioner Siplin to approve the Consent Agenda as presented. The motion carried unanimously with ten (10) board members in attendance voting AYE by voice vote.

E. REPORTS

1. CHAIRMAN’S REPORT

Chairman Parks commented on the following:

- Chairman Parks welcomed the E-ZPass Board to Orlando. They are holding their Board meeting at CFX Headquarters today;
- In March, IBTTA will be holding their annual Technology Summit in Orlando;
- In May, TEAMFL will be holding their quarterly meeting in Ft Myers; and
- Following the CFX regular board meeting today, and for the next couple of months, there will be a series of monthly workshops for the 2045 Master Plan to discuss regional needs and future investments in the community, as it relates to potential projects and emerging technologies.

2. TREASURER'S REPORT

Commissioner Constantine reported that as of the end of December, CFX's toll revenue year-to-date was \$301,341,455, which is 18.1% over budget and 31.5% over prior year.

Total Operations, Maintenance and Administration expenses were \$40,156,873 which is 3.8% under budget.

After debt service, the total net revenue available for projects for the year was \$158.7 million.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided a list of CFX's 2021 achievements in written form.

In addition, Ms. Kelley expanded on the following:

- E-PASS accounts;
- CFX working with Aspire;
- CFX study to extend SR 414 Expressway to I-4;
- Status of Poinciana Parkway to SR 532;
- Schedule for the SR 436/SR 528 Interchange;
- Widening Projects;
- CFX Sustainability plan; and
- Bond Refunding.

Ms. Lamaute shared the historical events of the SR 429.

F. **REGULAR AGENDA ITEMS**

1. **NOMINATION FOR APPOINTMENT OF DANIEL MILLER TO THE OPERATIONS COMMITTEE BY BOARD MEMBER CHRISTOPHER "CJ" MAIER**

A motion was made by Mr. Maier and seconded by Mr. Madara to approve the appointment of Daniel Miller to the Operations Committee. The motion carried unanimously with ten (10) board members in attendance voting AYE by voice vote.

2. INTELLIGENT TRANSPORTATION SYSTEMS MASTER PLAN

Mr. Bryan Homayouni, Director of Intelligent Transportation Systems (“ITS”) presented CFX’s Intelligent Transportation Systems Master Plan. He detailed the plan including the current ITS Master Plan, key partnerships, ITS Master Plan process, ITS Master Plan vision, ITS Master Plan objectives and regional coordination.

A motion was made by Commissioner Arrington and seconded by Mr. Martinez for adoption of the Central Florida Expressway Authority’s Intelligent Transportation Systems Master Plan as presented. The motion carried unanimously with ten (10) board members in attendance voting AYE by voice vote.

3. FISCAL YEAR 2022 MID-YEAR BUDGET REVIEW

Mr. Michael Carlisle, Director of Accounting and Finance, provided the Board with a mid-year budget review. He detailed the fiscal year budget cycle, toll revenue, budget versus actual revenues, budget versus actual expenses and the debt service ratio.

The Board members asked questions which were answered by Mr. Carlisle.

(This item was presented for information only. No action was taken by the Board.)

4. VISITOR TOLL PASS PROGRAM UPDATE

Mr. Jim Greer, Chief of Technology/Operations provided an update on the Visitor Toll Pass (“VTP”) Program. He explained how the VTP Program is the first of its kind, the initial pilot, development of technology, mobile app, airport vending machine, customer experience and customer feedback.

(This item was presented for information only. No action was taken by the Board.)

G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Siplin;
- Commissioner Arrington;
- Mr. Madara;
- Chairman Parks; and
- Commissioner Constantine.

H. ADJOURNMENT

Chairman Parks adjourned the meeting at approximately 10:04 a.m.

Commissioner Sean Parks
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2022.

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.

2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD WORKSHOP February 10, 2022

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The Workshop was called to order at approximately 10:22 a.m. by Chairman Parks.

Board Members Present:

Commissioner Sean Parks, Lake County (Chairman)
Mayor Jerry Demings, Orange County (Vice Chairman)
Commissioner Lee Constantine, Seminole County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Buddy Dyer, City of Orlando
Jay Madara, Gubernatorial Appointment
Christopher "CJ" Maier, Gubernatorial Appointment
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Victoria Siplin, Orange County
Commissioner Curt Smith, Brevard County

Staff Present:

Laura Kelley, Executive Director
Mimi Lamaute, Board Recording Secretary
Glenn Pressimone, Chief of Infrastructure

Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- There were no public comments from members of the audience.
- There were no written public comments received by the deadline.

Ms. Laura Kelley, Executive Director, explained the theme of the workshop. She introduced the workshop facilitator that will be guiding the board through each work session, Mr. Bob Kodzis of Flight of Ideas.

C. 2045 MASTER PLAN

Mr. Bob Kodzis, Board Workshop Facilitator, welcomed everyone, provided ground rules and an overview for the workshop. Mr. Kodzis provided a synopsis of the comments received during the planning interviews with Board Members.

At this time, there was Board member discussion and input.

Mr. Kodzis introduced Suzanne Murtha with AECOM. Ms. Murtha provided a presentation on Emergent Technologies. The PowerPoint Presentation is attached hereto as **Exhibit "A."**

There was further Board member discussion and input.

Mr. Kodzis introduced Mark de la Vergne with Cavnu. Mr. de la Vergne presented on The Future of Roads. The PowerPoint Presentation is attached hereto as **Exhibit "B."**

Mayor Demings left the workshop at this time 11:32 a.m.

Board member discussion and input continued.

D. BOARD MEMBER COMMENT

There were no additional Board member comments.

E. ADJOURNMENT

Chairman Parks adjourned the Workshop at 11:50 a.m.

Sean Parks
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2022.

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Framing the Future of Automotive Mobility in Tolling

Suzanne Murtha

Global Connected and Automated
Technology Lead, AECOM

CFX Board Workshop
2045 Master Plan
February 10, 2022

Exhibit "A"

A long-exposure photograph of a road at night, showing light trails from vehicles. The road curves to the right, and the light trails are primarily white and red, indicating headlights and taillights respectively. The background is dark, and the overall scene is framed by a large, dark, curved shape on the right side of the slide.

Agenda | Framing the Future of Automotive Mobility in Tolling

1 The Basics

2 2022 Current State

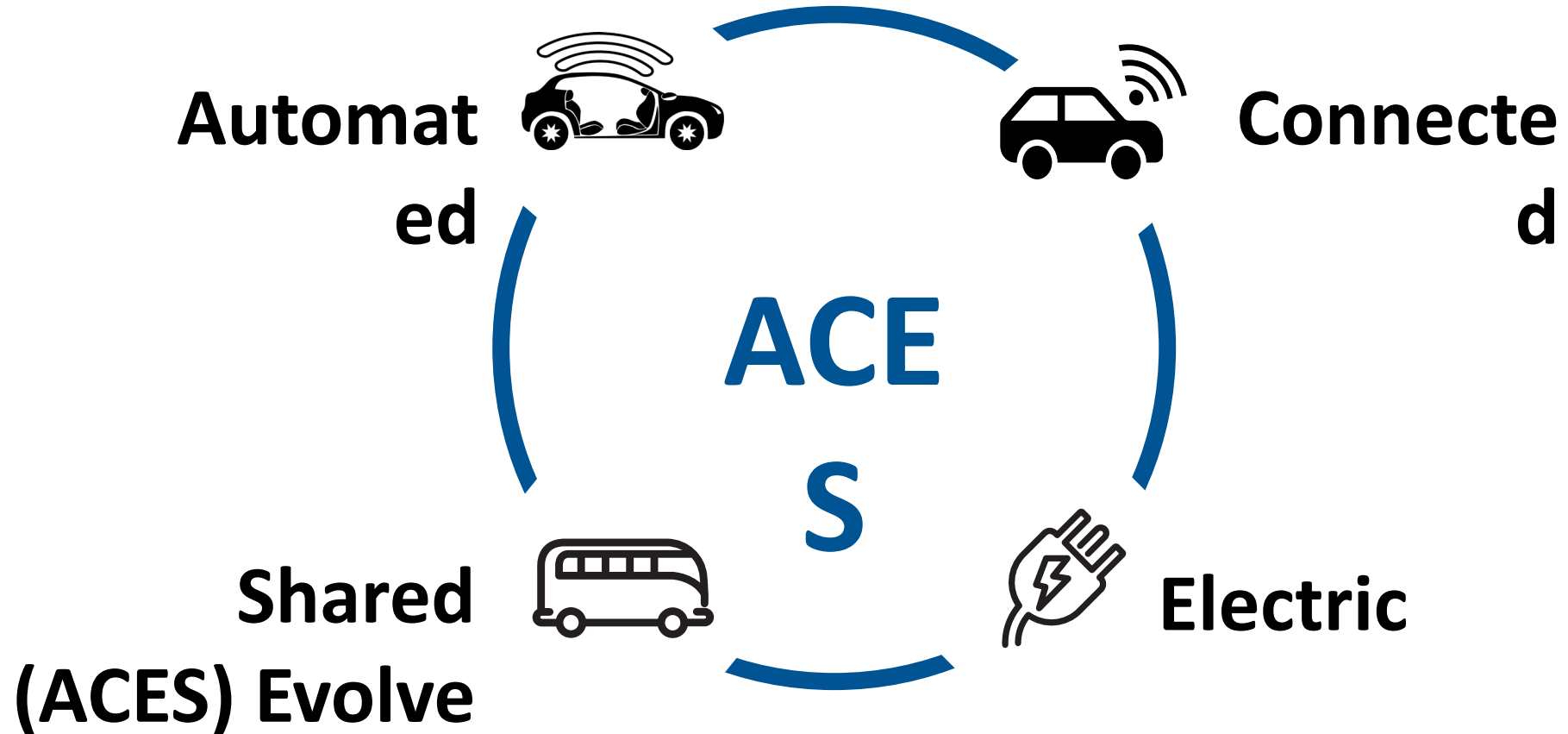
3 2035 & 2045 Predictions

4 Arrival of eVTOLs

An aerial, long-exposure photograph of a complex highway interchange at night. The image shows multiple levels of elevated roads and ramps, with light trails from cars and trucks creating vibrant streaks of white, blue, and red. The roads are marked with white arrows and lane lines. A central blue rectangular box is overlaid on the image, containing the text "The Basics" in white, bold, sans-serif font.

The Basics

What is ACES Technology



Levels of Driving Automation



0

No Automation

Zero automation, the driver performs all driving tasks.



1

Driver Assistance

Vehicle is controlled by the driver - some driving assist features may be included in the vehicle design.



2

Partial Automation

Vehicle has combined automated functions, like acceleration & steering. The driver must remain engaged with the driving task & monitor the



3

Conditional Automation

Driver is a necessity but is not required to monitor the environment. The driver must be ready to take control of the vehicle at all times with notice.



4

High Automation

The vehicle is capable of performing all driving functions under certain conditions. The driver may have the option to control the vehicle.

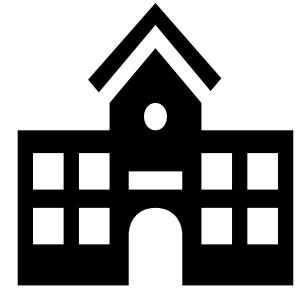
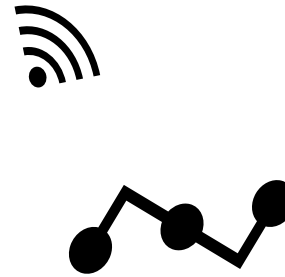
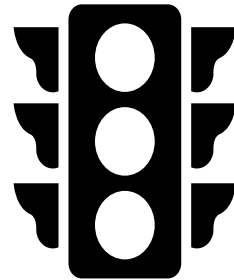
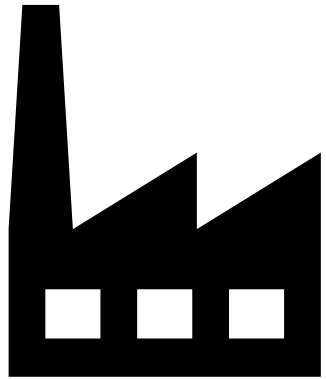


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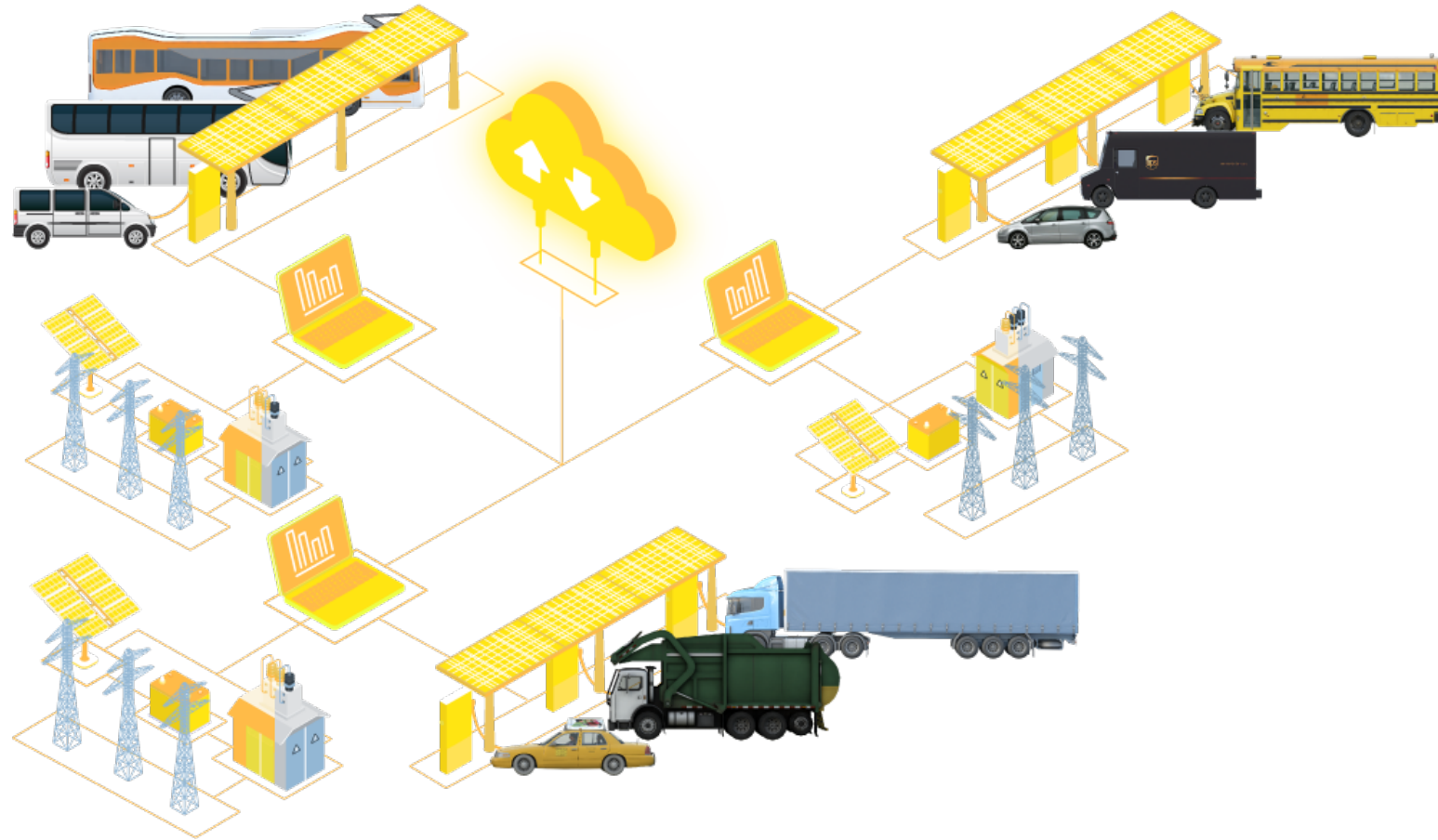
Full Automation

The vehicle is capable of performing all driving functions under all conditions. The driver may have the option to control the vehicle.

Connected



Electric



Shared





ACES Evolve

Automated, Connected, Electric, Shared



What does this mean for toll agencies?

2022 | Automated, Connected, Electric, Shared Vehicles



Automated

Early deployments L2

L4 Fleet deployments

- Trucks
- Buses



Connected

Shift from direct comms to telematics

5G

Toll payments – Road Use Charge (RUC)

Developing connected automation



Electric

Focus on public fleets

All about the build out

Large commitments from car manuf / feds

Dynamic charging testing



Shared

Slower to roll out

Overtaken by AV/EV focus

Potential new models with transit systems



Industry developing multiple toll payment approaches

2035 | Automated, Connected, Electric, Shared Vehicles Accelerate



Automated + Connected

All fleets Level 4 automation

Most new vehicles with Level 3-4 automation

Vehicles begin using cooperative automation

Challenges integrated with standard cars



Electric

Most new vehicles to be zero emissions

National interoperable electric vehicle charging network

Dynamic charging deployed



Shared

Automated electric fleets common



Tolls/RUC paid largely over cellular systems – fewer gantries and tags

2045 | Automated, Connected, Electric, Shared Vehicles Dominate



Automated + Connected + Electric

ADS L5 common, but not 100%

Cooperative automation & signage minimizing

ACE lanes common for larger vehicles

Distributed Ledger Tech (DLT) enables payment

Crashes significantly reduced

Robust charging infrastructure options

RUC common, payments harmonized with toll facilities – (DLT)



Shared

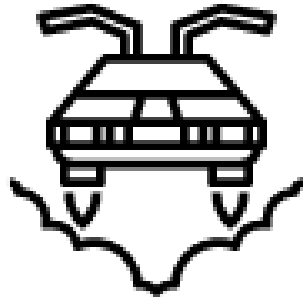
eVTOLs alternative forms
of transport



Tolls broadly paid without gantries, no tags, RUC widely deployed

eVTOLs Arrive

Global eVTOL Aircraft Market Projected to Grow at a CAGR of 31.1% and Surpass \$4,222.4 Million from 2026 to 2033 – Exclusive Report By Research Dive



Bloomberg Businessweek

No, Really, Flying Taxis Are Getting Close to Takeoff

Billions of dollars have flowed into companies working to change “eVTOLs” from a gimmick to a standard mode of transportation.

By [Christopher Jasper](#)

January 13, 2022, 6:00 AM EST

● LIVE ON BLOOMBERG

[Watch Live TV >](#)

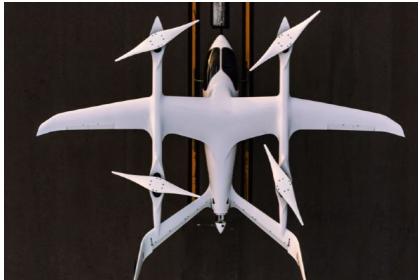
[Listen to Live Radio >](#)



2022-2024 eVTOL Florida



**Toyota, JetBlue, REEF
Technology Signature**
1 Pilot, 4 Passengers
150 mile range



**United Therapeutics, UPS, US
Airforce**
Amazon Climate Pledge Fund
1 Pilot, 4 Passengers
150 mile range



Boeing, Kitty Hawk Co.
Autonomous
2 passenger/ cargo
25 mile range



**Honeywell, Ferrovial,
Lufthansa**
Future cargo
1 Pilot, 6 Passengers
200 mile range



United Airlines
1 Pilot, 4 Passengers
60 mile range



DG Fluyzeugbau
Heavy Lift Drones
1 Pilot, 4 Passengers
60 mile range

2022-2045 eVTOL Florida



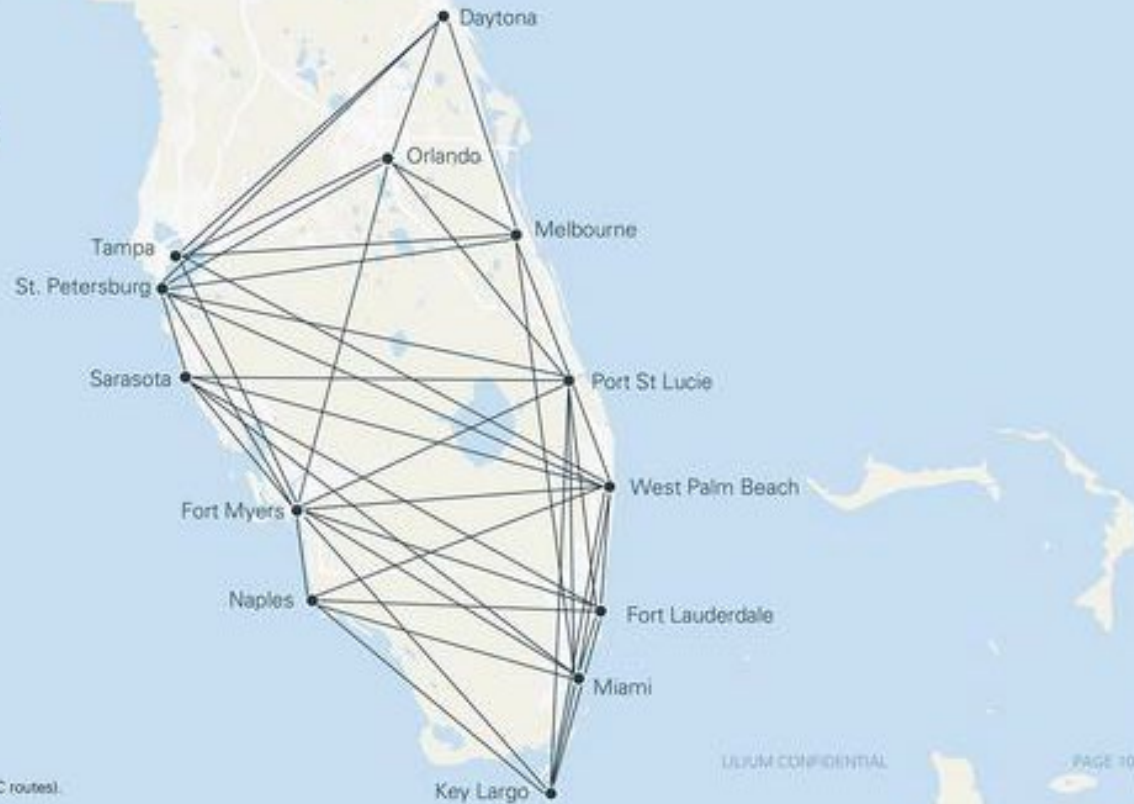
2022-2045 eVTOL Florida

Florida launch network planned with Ferrovial and Tavistock

ferrovial

TAVISTOCK

Jets to be deployed	~125
Number of vertiports	14
Investment from partners	~\$200M



Source: Lilium business plan.
Note: Planned network for Lilium in Florida, indicative. Lilium Network (B2C routes).

LILIUM CONFIDENTIAL

PAGE 10

Framing the Future of Automotive Mobility in Tolling

Suzanne Murtha

Global Connected and Automated
Technology Lead, AECOM

CFX Board Workshop
2045 Master Plan
February 10, 2022



Exhibit "B"



cavnue

The future of roads.

**CFX Master Plan Board Workshop
February 10, 2022**



Overseeing infrastructure is an evolving challenge

Safety



” 2021 saw near-doubling of traffic fatalities on Florida roads¹ ”

Congestion



” Some areas of Florida have seen a 64% increase in traffic since 2020² ”

Freight



” Worrying data has shown a steady increase in trucking accidents in Florida³ ”

Equity



Climate



” As a storm-prone state, DeSantis pledges \$80 million for climate adaptation in South Florida⁵ ”

¹ - 2021 saw near-doubling of traffic fatalities, Highlands News Sun, Jan. 1, 2022
² - These Cities, Traffic Got Worse Since the Pandemic, TheStreet, Dec. 23, 2021

³ - Why are truck accidents surging in Florida?, Lawyer Monthly, September 2021
⁴ - xxx

⁵ - "Storm-prone state"- DeSantis pledges \$80 million for climate adaptation in South Florida

Level-4 autonomy has not arrived, but Level-2 features are reaching market scale



OEM	Intro year	Models ¹ , #	Examples	Est. sales volume, K		Headlines
				2020	2023	
General Motors <i>Super Cruise</i>	2020	22	<ul style="list-style-type: none"> • Cadillac Lyriq • Buick Encore 	37.6	177.3	“ GM's Super Cruise Self-Driving Tech Will Be on 22 Vehicles by 2023 Feb 2021
Ford <i>BlueCruise</i>	2020	11	<ul style="list-style-type: none"> • Mustang Mach-E • F-150 SuperCrew 	3.7	52.7	
Tesla <i>Autopilot</i>	2020	5	<ul style="list-style-type: none"> • Model X • Model 3 	153.5	302	“ Tesla Full Self-Driving subscription model coming in Q2 2021 Mar 2021
Volvo <i>Pilot Assist</i>	2023	2	<ul style="list-style-type: none"> • Volvo XC90 • Volvo XC100 	0	7.6	
Volkswagen <i>Traffic Jam Assist</i>	2020	12	<ul style="list-style-type: none"> • Volkswagen Atlas • Audi A4 	27.4	52.1	
Nissan <i>ProPilot Assist 2.0</i>	2021	2	<ul style="list-style-type: none"> • Infiniti QX50 • Infiniti QX55 	0	5.5	
Toyota <i>SafetySense 2.5</i>	2021	46	<ul style="list-style-type: none"> • Toyota Camry • Lexus LX 	0	421.6	“ 2021 Toyota Camry is first to get Safety Sense 2.5 Plus Jul 2020

¹ Estimated based on public announcements

Road infrastructure isn't keeping up with vehicle technology

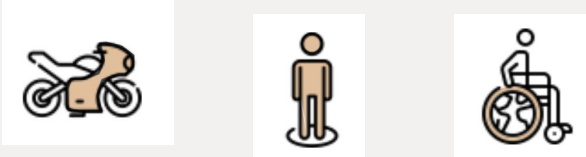


The more test-miles OEMs accrue, the more they understand how much complexity they still can't account for

Initial problem formulation

- Simple problem: lateral (torque) + longitudinal (acceleration / deceleration)
- Underestimates the complexity of the road

+Unpredictable road actors



+Unpredictable infrastructure



Hundreds of thousands of intractable edge cases

+Unpredictable environment



Supportive infrastructure can radically simplify the complexity problem

Simplify

Sense + See

Inform + Coordinate

Permit + Penalize

The Future of Roads



CARS ARE GETTING SMARTER

Vehicles with increasing ADAS¹ capability are reaching scale

ROADS HAVE NOT KEPT UP

Road infrastructure is woefully inadequate to achieve these vehicles' full potential

SMART CARS NEED SMART ROADS

The future of roads will be safer and more efficient



cavnue

¹Advanced Driver Assistance Systems.

Infrastructure can add value to technology



Dedicated and / or mixed use lanes for autonomous trucks, autonomous transit, and passenger AVs

Digital twin to improve road operations and maintenance



Trucking



Transit



Passenger



Operations



Maintenance

Improves safety

Improves quality of driver experience to help address driver shortage

Reduces shipping costs

Additional savings via battery electric fleet integration

Improves safety, which reduces operating costs

Enhances fleet management and planning

Improves reliability

Provides equitable access to autonomy

Improves safety

Increases throughput and time savings

Provides value of autonomy to passengers

Creates opportunity for future integration with EV charging

Digitizes traffic monitoring and management

Increases responsiveness to accidents

Reduces operating expenses

Minimizes revenue leakage

Increases responsiveness to maintenance needs

Reduces maintenance expenses

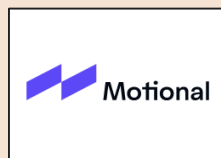
Transforms MoT capabilities

Bringing Vehicle/Tech to Infrastructure



Cavnue has assembled a first-of-its-kind partnership between OEMs / AV companies and a road operator, with the goal of supporting the flagship project in Michigan by defining a set of OEM-neutral standards and accelerating hands-off eyes-off deployment.

ADVISORY COMMITTEE MEMBERS



Michigan CAV Corridor Project

Ultimate vision is to build a **CAV-lane corridor between Detroit and Ann Arbor** that improves the safety, connectivity, accessibility and affordability of mobility in SE Michigan.

Phase I is a collaborative piloting, planning, and feasibility exercise with the objective is to test technology and infrastructure, conduct analysis and community outreach, and establish a viable vision for the project.



1. Making it easier for vehicles and people to see the road ahead

- 2. Talking to vehicles and people to provide deeper insights about the complex roadway operating environment, including events happening ahead
- 3. Simplifying the road operating environment for vehicles and people





1. Making it easier for vehicles and people to see the road ahead
- 2. Talking to vehicles and people to provide deeper insights about the complex roadway operating environment, including events happening ahead**
3. Simplifying the road operating environment for vehicles and people





1. Making it easier for vehicles and people to see the road ahead
2. Talking to vehicles and people to provide deeper insights about the complex roadway operating environment, including events happening ahead
- 3. Simplifying the road operating environment for vehicles and people**



3



cavnue





cavnue

The future of roads.

Mark de la Vergne

Vice President, Project Development

mark@cavnue.com

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

March 10, 2022

CONSTRUCTION

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

Project 528-143	SEMA Construction, Inc.	\$ 321,088.48
Project 417-142	Prince Contracting	\$ 47,457.47
2. Approval of Cooperative Purchase Agreement with John Brown and Sons, Inc., for Miscellaneous Clearing and Grubbing, Contract No. 001897 (Agreement Value: not-to-exceed \$250,000.00)
3. Approval of Cooperative Purchase Agreement with Pennoni Associates, Inc. for Materials Inspection, Sampling and Testing, Contract No. 001901 (Agreement Value: not-to-exceed \$1,500,000.00)
4. Approval of Contract Award to The Middlesex Corporation for SR 429 Widening from Tilden Road to Florida's Turnpike, Project No. 429-154, Contract No. 001871 (Agreement Value: \$97,659,429.92)
5. Approval of Contract Award to Ranger Construction Industries, Inc. for SR 528 Widening from Narcoossee Road to SR 417, Project No. 528-160, Contract No. 001883 (Agreement Value: \$15,844,749.27)

ENGINEERING

6. Approval of Supplemental Agreement No. 2A with DRMP, Inc. for Design Consultant Services for SR 408 Widening – SR 417 to Alafaya Trail – Post Design Services, Project No. 408-128, Contract No. 001066 (Agreement Value: \$41,000.34)
7. Approval of First Contract Renewal with Reynolds, Smith & Hills, Inc. for Concept, Feasibility and Mobility Study for the Southport Connector Expressway, Project No. 599-223, Contract No. 001250 (Agreement Value: \$0)
8. Approval of Supplemental Agreement No. 2 with GAI Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension – Segment 2, Project No. 538-235, Contract No. 001648 (Agreement Value: \$181,312.90)
9. Approval of Final Ranking and Authorization for Negotiations for Concept, Feasibility and Mobility Study for the SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector, Project No. 417-246, Contract No. 001868
10. Approval of Project Funding Agreement between the Central Florida Expressway Authority and the State of Florida Department of Transportation, Project No.: 528-163

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

INTERNAL AUDIT

11. Approval of Second Contract Renewal with Protiviti, Inc. for Internal Auditor Services, Contract No. 001391 (Agreement Value: \$600,000.00)

MAINTENANCE

12. Approval of Tecta America Corporation d/b/a Tecta America Southeast, LLC as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Facilities Maintenance Services – CFX's Toll Facilities, Contract No. 001860
13. Approval of Subcontractors to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services, Contract No. 001861

PROCUREMENT

14. Approval of Revisions to the Procurement Policy

TECHNOLOGY/TOLL OPERATIONS

15. Approval of Purchase Order to Dasher Technologies for Server and Equipment Maintenance and Support Services for the Toll Collection System (Agreement Value: \$414,709.30)
16. Approval of Purchase Order to Hewlett Packard Enterprise Company for Server and Equipment Support Services (Agreement Value: \$71,142.84)
17. Approval of Purchase Order to PC Solutions & Integrations, Inc. for Extreme Network Switches Annual Support and Maintenance (Agreement Value: \$117,712.10)
18. Approval of Purchase Order to SHI International Corp. for Microsoft Azure Cloud Solutions and Services (Agreement Value: \$780,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from February 7, 2022 through March 6, 2022:
 1. 429-427: Independence Mainline Photovoltaic Design/Build Services
 2. 451-767: SR 451 Resurfacing from SR 414 to US 441
 3. 528-832: SR 528/436 Interchange & Widening Landscaping
 4. External Auditing Services
 5. Investment Advisor Services
 6. MSE and Sound Wall Herbicide and Vegetation Removal Services - SR 429, SR 414, SR 451 and SR 453

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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. 408-128A: SR 408 Sign Truss Installation
 - 2. 408-167: SR 408 Lighting Replacements (LAMS System) I-4 to SR 417 - Construction
 - 3. 408-315A: SR 408 East Bound Widening between US 441 and I-4 – Design
 - 4. 408-430: CFX HQ 2nd Floor Renovations
 - 5. 417-760: SR 417 Resurfacing between SR 528 and Curry Ford Rd – Construction
 - 6. 534-241: SR 534/SR 417 Interchange (Segment 1) – Design
 - 7. 534-243: SR 534 East of Jim Branch to Narcoossee (Segment 3) – Design
 - 8. 599-416C: McCoy Road Facility Building Reconstruction – Construction
 - 9. 599-171: Systemwide Median Protection Improvements – Construction
 - 10. 599-645: Systemwide Trailblazers Upgrades – Construction
 - 11. 599-765: Systemwide Toll Plaza Facia and Roof Replacements - Construction
 - 12. 599-649: Systemwide One-Way Sign Replacements – Construction
 - 13. Advocacy Services
 - 14. Bond Counsel Services
 - 15. Disclosure Counsel Services
 - 16. Out Parcel Mowing – SR 414, SR 429, SR 451 and SR 453
 - 17. Pressure Washing of Bridges SR 414, SR 429, SR 451 and SR 453
 - 18. Systemwide Facilities Maintenance


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

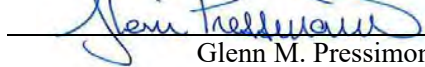
DATE: February 8, 2022

SUBJECT: Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) March 2022	Total Amount (\$) to Date*	Time Increase or Decrease
528-143	SEMA Construction, Inc.	SR 528 / SR 436 Interchange Improvements	\$ 106,520,000.00	\$ 1,039,840.87	\$ 321,088.48	\$ 107,880,929.35	0
417-142	Prince Contracting	SR 417, Widening John Young Parkway to Landstar Blvd.	\$ 116,845,417.00	\$ (128,870.82)	\$ 47,457.47	\$ 116,764,003.65	0
TOTAL					\$	368,545.95	

* Includes Requested Amount for this current month.

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

Project 528-143: SR 528 / SR 436 Interchange Improvements
SEMA Construction, Inc.
SA 528-143-0322-05

Estimated Final Quantities of Work

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

INCREASE THE FOLLOWING ITEMS:

Subsoil Excavation	\$ 10,228.90
Embankment	\$ 7,431.00
Inlets, Gutter, Type S, <10'	\$ 17,400.00
Inlets, Gutter, Type V, <10'	\$ 11,400.00
Mitered End Section, Optional Round, 18" CD	\$ 2,700.00
Concrete Traffic Railing – Bridge, 42" Single-Slope	\$ 8,400.00
Conduit, 3~1" HDPE and 1~2" PVC, Directional Bore, F&I	\$ 4,320.00
Conduit, 6" HDPE Outer Duct w/3~1" HDPE, Directional Bore, F&I	\$ 2,091.00
Conduit, 6" HDPE Outer Duct w/2~2" HDPE, Directional Bore, F&I	\$ 1,850.00
Sign Panel, Remove, 101-200 SF, w/ Lighting	\$ 7,200.00
Milling Exist Asph Pavt, 3/4" Avg. Depth	\$ 11,616.80
Asphalt Concrete FC, Inc Bit. FC-5, PG 76-22	\$ 28,560.00
Miscellaneous Asphalt Pavement	\$ 63,990.00
Concrete Barrier, w/ Junction Slab, 36" Single Slope	\$ 16,160.00
Single Post Sign, F&I, Ground Mount, 12-20 SF	\$ 4,800.00
Single Post Sign, Remove	\$ 450.00
Retro-Reflective Pavement Markers	\$ 280.00
Thermoplastic, Standard, White, Solid, 24"	\$ 1,600.00
Thermoplastic, Standard, White Arrow	\$ 260.00
Pavement Marking - Preformed Tape, HP, White, Skip, 12", 3'-12'	\$ 1,069.20
Pavement Marking - Preformed Tape, HP, Yellow, Solid, 6"	\$ 3,113.60
Pavement Marking - Preformed Tape, HP, Yellow, Solid 18"	\$ 6,735.30
Pavement Marking - Preformed Tape, HP, B/W Contrast, Solid, 9"	\$ 4,565.00
Pavement Marking – Preformed Tape, HP, B/W Contrast, Skip, 9", 10'-30'	\$ 1,701.00
Lighting Conductors, F&I, Insulated, #1 to #0	\$ 1,774.80
Light Pole Complete, Relocate	\$ 8,400.00
Reinforcing Steel – Bridge Superstructure	\$ 8,167.65
Conduit, F&I, Open Trench	\$ 9,302.90
Conduit, F&I, Directional Bore	\$ 2,376.00
Pull & Splice Box, F&I, 13"x24" Cover Size	\$ 9,000.00
Electrical Service Disconnect, Pole, F&I	\$ 7,200.00
Prestressed Conc. Pole, F&I, Type P-II, Service Pole	\$ 3,240.00
Sign Panels, Overlays, 100-200 SF	\$ 5,000.00
Lighting Conductors, F&I, Insulated, #4 to #2	\$ 5,229.40
Lighting Conductors, F&I, #1/0 – 3/0	\$ 19,491.40
	\$ 297,103.95

DECREASE THE FOLLOWING ITEMS:

Monitor Existing Structures – Vibration Monitoring	\$ (10,000.00)
Trench Drain, Standard	\$ (21,920.00)
Concrete Traffic Railing – Bridge, 36" Single-Slope	\$ (6,300.00)
Training for Traffic Monitoring Station	\$ (4,500.00)
Training for Data Collection Sensors	\$ (11,700.00)
Concrete Manhole 4x6.5x6.5, Doghouse, F&I	\$ (12,900.00)
Conduit, 9~1" HDPE, Directional Bore, F&I	\$ (10,360.00)
Conduit, 6" HDPE Outer Duct w/1~1" HDPE and 1~2" PVC, Direct Bore, F&I	\$ (5,560.00)
Sign Panel, Remove Panel, 201-300 SF, w/ Lighting	\$ (8,700.00)

Pipe Culvert, Optional Material, Round, 24" S/CD	\$ (960.00)
Single Post Sign, F&I, Ground Mount, up to 12 SF	\$ (810.00)
Luminaire, F&I, Underdeck, Pendant Hung	\$ (94,500.00)
Re-Termination of Load Center Connections	\$ (2,850.00)
Replace Existing Lighting Contactor	\$ (9,000.00)
Replace Load Center Surge Arrestor	\$ (870.00)
	<u>\$ (200,930.00)</u>

ADD THE FOLLOWING ITEM:

Luminaire, Wall Mount w/ Shields	\$ 115,457.33
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Subtotal: Tentative Final Quantities of Work - Modify Existing Contract Pay Items	\$ 211,631.28
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Fuel Adjustments - May 2020 through December 2021

The Contract has provisions for Fuel Price Index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. The bid month was January 2020. In accordance with the terms of the contract, the Engineer has calculated Fuel Adjustments for the project for the period of May 2020 through December 2021. During this period of time \$97,295,127.96 of construction was performed/produced.

Subtotal: Fuel Adjustments - May 2020 through December 2021	\$ 40,534.85
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Bituminous Adjustments - May 2020 through December 2021

The Contract has provisions for Asphalt Price Index (API) adjustments of bituminous material from that in effect on the day on which bids were received. The bid month was January 2020. In accordance with the terms of the contract, the Engineer has calculated the adjustments for the project for the period of May 2020 through December 2021.

Subtotal: Bituminous Adjustments - May 2020 through December 2021	\$ 68,922.35
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TOTAL AMOUNT FOR PROJECT 528-143	<u>\$ 321,088.48</u>
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Project 417-142: SR 417 Widening, John Young Parkway to Landstar Blvd.
Prince Contracting
SA 417-142-0322-02

Additional Batteries for Variable Speed Limit Uninterruptible Power Supply Assemblies

Two additional batteries are to be provided for each of the fourteen cabinets that serve variable speed limit signs to provide for extended run time in the event of a power outage. Total of 28 additional batteries to be furnished and installed.

ADD THE FOLLOWING ITEM:

Uninterruptible Power Supply, Additional Battery Pair	\$	11,626.16
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Reimbursement for Repairs to Crash Cushions

Reimbursement for repairs to crash cushions in accordance with Technical Specification 120-9.8.

ADD THE FOLLOWING ITEMS:

Crash Cushion Repair, Sta. 1445+59 LT, Damaged 10/14/21	\$	7,106.94
Crash Cushion Repair, Sta. 792+39 LT, Damaged 10/16/21	\$	13,050.58
Crash Cushion Repair, Sta. 625+70 LT, Damaged 12/30/21	\$	6,409.73
Crash Cushion Repair, Sta. 1445+59 LT, Damaged 1/27/22	\$	9,264.06
	\$	<u>35,831.31</u>

TOTAL AMOUNT FOR PROJECT 417-142

\$ 47,457.47

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 14, 2022

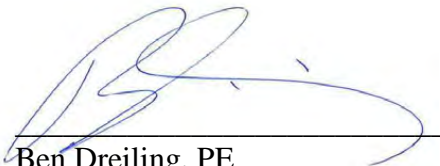
SUBJECT: Approval of Cooperative Purchase Agreement with
John Brown and Sons, Inc. for Miscellaneous Clearing and Grubbing
Contract No. 001897

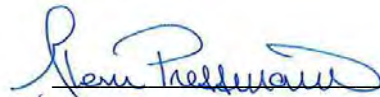
Board approval of the Cooperative Purchase Agreement with John Brown and Sons, Inc. in the not-to-exceed amount of \$250,000.00 is requested. This is a cooperative purchase (piggyback) agreement based on a contract between John Brown and Sons, Inc. and Palm Beach County, Florida allowing CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes systemwide clearing and grubbing services.


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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

CONTRACT

The logo for the Central Florida Expressway Authority is centered on the page. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The logo is framed by two thick orange horizontal bars, one above and one below the text.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

JOHN BROWN AND SONS, INC.

CONTRACT NO. 001897

CONTRACT DATE: MARCH 10, 2022

CONTRACT AMOUNT: \$250,000.00

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
MISCELLANEOUS CLEARING AND GRUBBING WORK
CONTRACT NO. 001897**

This Contract No. 001897 is made this 10th day of March 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and JOHN BROWN AND SONS, INC., 775 23rd Avenue, Vero Beach, Florida 32962, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR for miscellaneous clearing and grubbing work and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about January 01, 2018, the CONTRACTOR entered into Term Contract No. 18003 & 18003-1 with Palm Beach County, Florida to provide services using the same type of equipment and operators as required by CFX for its needs; and,

WHEREAS, pursuant to Article XII(O) of CFX’s Procurement Policy, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Palm Beach County for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein at the same rates previously negotiated by Palm Beach County; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County and such revised terms and conditions as detailed below;

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

1. SERVICES TO BE PROVIDED

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

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from CFX. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by 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 60 days prior to the expiration of the initial one-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. 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, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials 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 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 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. COMPENSATION FOR SERVICES

CFX agrees to pay CONTRACTOR for services performed in accordance with the rates established in the CONTRACTOR's contract with Palm Beach County. The amount of this Contract shall not exceed \$250,000.00 during its initial term.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A" (excellent) and a financial rating of Class XII, as defined by A.M. Best and

Company's Key Rating Guide and must be approved by CFX, in its sole and absolute discretion. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

4.1 **Comprehensive 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.

4.2 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

4.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

5. CONTRACTOR RESPONSIBILITY

5.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same.

CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

5.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

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

5.4 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.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees).

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of 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.

7. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CFX Records Management Department AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

9. PRESS RELEASES

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

10. 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.

11. 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. 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.

12. 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.

13. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's 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.

14. SUBLETTING AND ASSIGNMENT

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

14.1 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

14.2 Subject to the right of CFX to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

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

(ii) shall require the subcontractor to comply with all laws as 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.

15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. 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.

17. 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.

18. 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.

19. 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.

20. RELATIONSHIPS

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

Any approval by 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.

21. 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. 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, 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.

22. 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:

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

22.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 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

23.2 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.

24. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

25. ASSIGNMENT

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

26. E-VERIFY

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

JOHN BROWN AND SONS, INC.

By: _____
Signature

Print Name: _____

Title

ATTEST: _____ (Seal)

Approved as to legal form and sufficiency for the exclusive use and reliance of Central Florida Expressway Authority.

By: _____
Diego "Woody" Rodriguez, General Counsel

Date: _____



Form L

December 21, 2021

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

John Brown & Sons, Inc.
John Pudvar
775 23rd Ave.
Vero Beach, FL 32962

TERM CONTRACT #18003D & 18003D-1

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #25 and #32) based on:

RENEWAL OF CONTRACT based on SOLICITATION #18-003/CC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 01/01/2022 through 12/31/2022, and has an estimated dollar value of \$1,633,000, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Zulma Gasca at zgasca@pbcgov.org or (561) 616-6848.

Sincerely,

Kathleen M. Scarlett
Director

c: Countywide
File

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

BID #18-003/CC

Item #23 - Tri-axle Dump Truck, 18 cu. yd.

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$ 65.00	LP	TREECYCLE LAND CLEARING, INC.	\$ 65.00	LP	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 75.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 75.00	LP	(1) S

Item #24 – Tractor, minimum 70HP, with 6' box blade for grading

NO RESPONSES

Item #25 - Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JOHN BROWN AND SONS	\$170.00		JOHN BROWN AND SONS	\$170.00		(1) P

Item #26 - Tub Grinder

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$425.00	LP	TREECYCLE LAND CLEARING, INC.	\$425.00	LP	(1) P

Item #27 - Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$140.00	LP	TREECYCLE LAND CLEARING, INC.	\$140.00	LP	(1) S



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

Form L

November 21, 2017

John Brown & Sons, Inc.
Mr. John Pudvar
775 23rd Ave.
Vero Beach, FL 32967

Dear Mr. Pudvar:

TERM CONTRACT #18003 & 18003-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #25 and #32) based on:

[X] SOLICITATION #18-003/CC

The term of this contract is 01/01/18 through 12/31/18, and has an estimated dollar value of \$1,430,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

- c: Nicki Murphy, Parks & Recreation
- Vernetha Green, Water Utilities
- Karen Foster, Environmental Resources Management
- Carole Portilla, Engineering & Public Works
- File

"An Equal Opportunity
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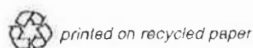
**Palm Beach County
Board of County
Commissioners**

- Paulette Burdick, Mayor
- Melissa McKinlay, Vice Mayor
- Hal R. Valeche
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger
- Mack Bernard

County Administrator

Verdenia C. Baker

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Affirmative Action Employer"



Form L

November 21, 2017

Palmwood Corporation, Inc.
Mr. John Cleary
831 West 13th Court
Riviera Beach, FL 33404

Dear Mr. Cleary:

TERM CONTRACT #18003 & 18003-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #1, #6, #9, #11, #12 and #14; Secondary Award: #20) based on:

[X] SOLICITATION #18-003/CC

The term of this contract is 01/01/18 through 12/31/18, and has an estimated dollar value of \$1,430,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

- c: Nicki Murphy, Parks & Recreation
- Vernetha Green, Water Utilities
- Karen Foster, Environmental Resources Management
- Carole Portilla, Engineering & Public Works
- File



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

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**Palm Beach County
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Paulette Burdick, Mayor

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Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

Form L

November 21, 2017

Eastman Aggregate Enterprises, LLC
Mr. Bernard Eastman
3705 Bellevue Ave.
Lake Worth, FL 33461

Dear Mr. Eastman:

TERM CONTRACT #18003 & 18003-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #2, #5, #15, #21, #27 and #28; Secondary Award: #1, #3, #4, #14 and #23) based on:

[X] SOLICITATION #18-003/CC

The term of this contract is 01/01/18 through 12/31/18, and has an estimated dollar value of \$1,430,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

- c: Nicki Murphy, Parks & Recreation
- Vernetha Green, Water Utilities
- Karen Foster, Environmental Resources Management
- Carole Portilla, Engineering & Public Works
- File

"An Equal Opportunity
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Purchasing Department

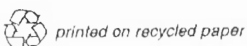
50 South Military Trail, Suite 110
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**Palm Beach County
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- Mary Lou Berger
- Mack Bernard
- County Administrator
- Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Form L

November 21, 2017

Treecycle Land Clearing, Inc.
Mr. Sean Casey
7227 7th Place North
West Palm Beach, FL 33411

Dear Mr. Casey:

TERM CONTRACT #18003 & 18003-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #3, #4, #8, #10, #16, #18, #20, #23, #26, #29 and #33; Secondary Award: #2, #9, #11, #15, #21, #27 and #28) based on:

SOLICITATION #18-003/CC

The term of this contract is 01/01/18 through 12/31/18, and has an estimated dollar value of \$1,430,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

- c: Nicki Murphy, Parks & Recreation
- Vernetha Green, Water Utilities
- Karen Foster, Environmental Resources Management
- Carole Portilla, Engineering & Public Works
- File

REVISED 10/05/2017

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
1.	Tractor Bulldozer, 70-80 HP, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
2.	Tractor Bulldozer, 115-125 HP, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
3.	Tractor Bulldozer, 230-240 HP, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
4.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
5.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with rake, 3 tines of 42" or more in length and spaced 36" or less apart with Operator - Standard Hourly Rate	HR	\$ <u>N/A</u>
6.	Truck Crane, 3/4 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
7.	Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
8.	Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
9.	Friction Lattice Boom Crane, 40 ton, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
10.	Friction Lattice Boom Crane, 60 ton, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
11.	Truck, 45 foot flatbed trailer with tractor, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
12.	Truck, 45 foot flatbed trailer with tree bar and tractor, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
13.	Dragline Excavator, 4 ½ cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
14.	Front End Loader, 135HP, minimum 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
15.	Front End Loader, 250-275HP, minimum 5 yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>

Continued....

FIRM NAME:

JOHN BROWN AND SONS

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
16.	Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
17.	Front End Loader with tree spade, minimum 200HP, 80 to 90 inch, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
18.	Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
19.	Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, tract width: 30"; length: 11'; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
20.	"Track Type" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
21.	"Track Type" Backhoe, 72-80K lb. 3 cu. yd. capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
22.	Water Truck with spray hose, 2000 gal. capacity for watering trees, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
23.	Tri-axle Dump Truck, 18 cu. yd. , with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
24.	Tractor, minimum 70HP, with 6' box blade for grading, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
25.	Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher, with Operator – Standard Hourly Rate	HR	\$ <u>170⁰⁰</u>
26.	Tub Grinder, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
27.	Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
28.	Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
29.	Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-foot cutting head width, not to exceed 42,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>

Continued....

FIRM NAME: John Brown and Sons

**BID RESPONSE
IFB #18-003/CC**

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	HOURLY RATE
30.	Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-foot cutting head width, not to exceed 35,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
31.	Medium/Light Duty Skid Steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-foot cutting head width, not to exceed 15,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>N/A</u>
32.	Light Duty Tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-foot cutting head width, not to exceed 12,000 lbs. total weight, with Operator – Standard Hourly Rate	HR	\$ <u>110⁰⁰</u>
33.	Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (Equipment Rental Only – no Operator required) - Standard Hourly Rate	HR	\$ <u>N/A</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL J.P.

Acknowledge Qualification of Bidders information is included, per Term #9?

YES/INITIAL J.P.

Acknowledge Insurance requirements, per Term #18?

YES/INITIAL J.P.

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity) <u>John Brown and Sons Inc Florida</u>		DATE: <u>10/10/2017</u>
* SIGNATURE: <u>[Signature]</u>	PRINT NAME: <u>John Podwarz</u>	PRINT TITLE: <u>Division Manager FL</u>
ADDRESS: <u>775 23RD AVE</u>		
CITY / STATE: <u>VELO Bch FL</u>		ZIP CODE: <u>32962</u>
TELEPHONE # (772) <u>216-8876</u>	E-MAIL: <u>john_podwarz@bellsouth.net</u>	
TOLL FREE # ()	FAX #: (772) <u>569-7741</u>	
APPLICABLE LICENSE(S) NUMBER # <u>N/A</u>	TYPE: <u>N/A</u>	
FEDERAL ID # <u>205314346</u>		

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #18-003/CC**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	State of Florida Fish and Wildlife Commission Hungryland	
ADDRESS:	11835 Semipalm Park/Whitway Rd W.P.B. 33412	
CONTACT NAME:	PAMELA BOODY	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 561-6246989 FAX: N/A	CELL PHONE: N/A EMAIL: pam.boody@myfwc.com
SCOPE OF WORK:	Mucking of 202 acres Fire Reduction Fire breaks, Habitat	
CONTRACT DATES:	Feb 2017 - July 2019	

REFERENCE NAME:	St Sebastian Buffer Prasaux D.E.P.	
ADDRESS:	1000 Buffer Prasaux Dir Fellsmere FL 32948	
CONTACT NAME:	Samantha McGee	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 321-454-5005 FAX: N/A	CELL PHONE: N/A EMAIL: Samantha.McGee@dep.state.fl.us
SCOPE OF WORK:	Mowing of Fire Lines and Habitat Mowing	
CONTRACT DATES:	May 2017 Dec 2017	

REFERENCE NAME:	Indian River County Environmental Lands	
ADDRESS:	5500 77th St Vero Beach FL 32967	
CONTACT NAME:	Beth Powell	← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: 772-226-8837 FAX: N/A	CELL PHONE: N/A EMAIL: bpowell@ircgov.com
SCOPE OF WORK:	Fire Reduction / Fire Breaks / Trails / General	
CONTRACT DATES:	Open P.O. Year to Year Oct 1 - Sept 30	

FIRM NAME: John Brown and Sons, Inc FL

BID #18-003/CC

Form I

**AWARD RECOMMENDATION
BID RE-CAP SHEET**

IFB #18-003/CC	TITLE: HEAVY EQUIPMENT RENTAL WITH OPERATOR, TERM CONTRACT
BUYER: COLLEEN CARDILLO	

<u>ACTION</u>	<u>INITIALS</u>	<u>DATE</u>	<u>ACTION</u>	<u>INITIALS</u>	<u>DATE</u>
BID OPENED	LP/MAV	10/12/17	AWARD POSTED ON WEBSITE		
POSTING APPROVED			AWARD REMOVED FROM WEBSITE		
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET			COPY TO OSBA AND DEPARTMENT		

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)	PREFERENCE CODES:
(1) RECOMMENDED AWARD – LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE" = SBF RANKING (10%)*
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP" = MARTIN CO. – NO "LP" APPLIED

Item #1 - Tractor Bulldozer, 70-80 HP

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PALMWOOD CORPORATION, INC.	\$ 85.00	SBE	PALMWOOD CORPORATION, INC.	\$ 85.00	SBE	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 85.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 85.00	LP	(1) S
TREecycle LAND CLEARING, INC.	\$115.00	LP	TREecycle LAND CLEARING, INC.	\$115.00	LP	(2)

BID #18-003/CC

Item #2 - Tractor Bulldozer, 115-125 HP

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 95.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 95.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$145.00	LP	TREECYCLE LAND CLEARING, INC.	\$145.00	LP	(1) S

Item #3 - Tractor Bulldozer, 230-240 HP

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$175.00	LP	TREECYCLE LAND CLEARING, INC.	\$175.00	LP	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$200.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$200.00	LP	(1) S

Item #4 - Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$230.00	LP	TREECYCLE LAND CLEARING, INC.	\$230.00	LP	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$280.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$280.00	LP	(1) S

BID #18-003/CC

Item #5 - Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, with rake, 3 tines of 42" or more in length and spaced 36" or less apart

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$280.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$280.00	LP	(1) P

Item #6 - Truck Crane, 3/4 cu. yd. capacity

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PALMWOOD CORPORATION, INC.	\$125.00	SBE	PALMWOOD CORPORATION, INC.	\$125.00	SBE	(1) P

Item #7 - Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft.

NO RESPONSES

Item #8 - Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft.

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREecycle LAND CLEARING, INC.	\$165.00	LP	TREecycle LAND CLEARING, INC.	\$165.00	LP	(1) P

Item #9 - Friction Lattice Boom Crane, 40 ton

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PALMWOOD CORPORATION, INC.	\$140.00	SBE	PALMWOOD CORPORATION, INC.	\$140.00	SBE	(1) P
TREecycle LAND CLEARING, INC.	\$190.00	LP	TREecycle LAND CLEARING, INC.	\$190.00	LP	(1) S

BID #18-003/CC

Item #10 - Friction Lattice Boom Crane, 60 ton

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$220.00	LP	TREECYCLE LAND CLEARING, INC.	\$220.00	LP	(1) P

Item #11 - Truck, 45 foot flatbed trailer with tractor

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PALMWOOD CORPORATION, INC.	\$100.00	SBE	PALMWOOD CORPORATION, INC.	\$100.00	SBE	(1) P
TREECYCLE LAND CLEARING, INC.	\$125.00	LP	TREECYCLE LAND CLEARING, INC.	\$125.00	LP	(1) S

Item #12 - Truck, 45 foot flatbed trailer with tree bar and tractor

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PALMWOOD CORPORATION, INC.	\$100.00	SBE	PALMWOOD CORPORATION, INC.	\$100.00	SBE	(1) P

Item #13 - Dragline Excavator, 4 ½ cu. yd. capacity

NO RESPONSES

BID #18-003/CC

Item #14 - Front End Loader, 135HP, minimum 3 cu. yd. capacity

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PALMWOOD CORPORATION, INC.	\$ 85.00	SBE	PALMWOOD CORPORATION, INC.	\$ 85.00	SBE	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 85.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 85.00	LP	(1) S
TREECYCLE LAND CLEARING, INC.	\$125.00	LP	TREECYCLE LAND CLEARING, INC.	\$125.00	LP	(2)

Item #15 - Front End Loader, 250-275HP, minimum 5 yd. capacity

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 85.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 85.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$125.00	LP	TREECYCLE LAND CLEARING, INC.	\$125.00	LP	(1) S

Item #16 - Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$135.00	LP	TREECYCLE LAND CLEARING, INC.	\$135.00	LP	(1) P

Item #17 - Front End Loader with tree spade, minimum 200HP, 80 to 90 inch

NO RESPONSES

BID #18-003/CC

Item #18 - Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$115.00	LP	TREECYCLE LAND CLEARING, INC.	\$115.00	LP	(1) P

Item #19 – Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, tract width: 30"; length: 11'; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats

NO RESPONSES

Item #20 - "Track Type" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$120.00	LP	TREECYCLE LAND CLEARING, INC.	\$120.00	LP	(1) P
PALMWOOD CORPORATION, INC.	\$140.00	SBE	PALMWOOD CORPORATION, INC.	\$140.00	SBE	(1) S

Item #21 - "Track Type" Backhoe, 72-80K lb. 3 cu. yd. capacity

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$150.00	LP	TREECYCLE LAND CLEARING, INC.	\$150.00	LP	(1) S

Item #22 – Water Truck with spray hose, 2000 gal. capacity for watering trees

NO RESPONSES

BID #18-003/CC

Item #23 - Tri-axle Dump Truck, 18 cu. yd.

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$ 65.00	LP	TREECYCLE LAND CLEARING, INC.	\$ 65.00	LP	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 75.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$ 75.00	LP	(1) S

Item #24 – Tractor, minimum 70HP, with 6' box blade for grading

NO RESPONSES

Item #25 - Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JOHN BROWN AND SONS	\$170.00		JOHN BROWN AND SONS	\$170.00		(1) P

Item #26 - Tub Grinder

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREECYCLE LAND CLEARING, INC.	\$425.00	LP	TREECYCLE LAND CLEARING, INC.	\$425.00	LP	(1) P

Item #27 - Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$120.00	LP	(1) P
TREECYCLE LAND CLEARING, INC.	\$140.00	LP	TREECYCLE LAND CLEARING, INC.	\$140.00	LP	(1) S

BID #18-003/CC

Item #28 - Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	\$140.00	LP	EASTMAN AGGREGATE ENTERPRISES, LLC	\$140.00	LP	(1) P
TREecycle LAND CLEARING, INC.	\$195.00	LP	TREecycle LAND CLEARING, INC.	\$195.00	LP	(1) S

Item #29 - Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-feet cutting head width, not to exceed 42,000 lbs. total weight

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TREecycle LAND CLEARING, INC.	\$200.00	LP	TREecycle LAND CLEARING, INC.	\$200.00	LP	(1) P

Item #30 - Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-feet cutting head width, not to exceed 35,000 lbs. total weight

NO RESPONSES

Item #31 - Medium/Light Duty Skid Steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-feet cutting head width, not to exceed 15,000 lbs. total weight

NO RESPONSES

Item #32 - Light Duty Tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-feet cutting head width, not to exceed 12,000 lbs. total weight

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JOHN BROWN AND SONS	\$110.00		JOHN BROWN AND SONS	\$110.00		(1) P

BID #18-003/CC

Item #33 - Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (Equipment Rental Only – no Operator required)

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TRECICLE LAND CLEARING, INC.	\$ 85.00	LP	TRECICLE LAND CLEARING, INC.	\$ 85.00	LP	(1) P

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS:

P = PRIMARY
S = SECONDARY


No responses were received for Items #7, #13, #17, #19, #22, #24, #30 and #31. These items will not be re-bid.

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 16, 2022

SUBJECT: Approval of Cooperative Purchase Agreement with Pennoni Associates, Inc.
for Materials Inspection, Sampling and Testing
Contract No. 001901

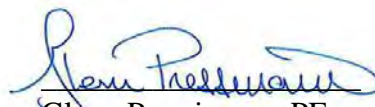
Board approval of the Cooperative Purchase Agreement with Pennoni Associates, Inc. in a not-to-exceed amount of \$1,500,000.00 is requested. This is a cooperative purchase (piggyback) agreement between Florida Department of Transportation and Pennoni Associates, Inc. allowing CFX to take advantage of the favorable terms already negotiated.

The work to be provided includes materials inspection, sampling and testing throughout the system.


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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

CONTRACT

The logo for the Central Florida Expressway Authority is centered on the page. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is framed by two horizontal orange bars, one above and one below.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

PENNONI ASSOCIATES, INC.

CONTRACT NO. 001901

CONTRACT DATE: MARCH 10, 2022

CONTRACT AMOUNT: \$1,500,000.00

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001901**

THIS COOPERATIVE PURCHASE AGREEMENT (“Agreement”) is made this 10th day of March 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and PENNONI ASSOCIATES, INC., whose address is 1900 Market Street, Suite 300, Philadelphia, PA 19103 who is registered and authorized to conduct business in the State of Florida (“CONTRACTOR”).

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide materials inspection, sampling and testing; and

WHEREAS, on or about January 18, 2022, the CONTRACTOR entered into an agreement with Florida Department of Transportation (“FDOT”) to provide the same services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and FDOT was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included Bid Solicitation CAH03 Standard Professional Services Agreement and the receipt of sealed bids from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with FDOT, attached hereto as **Exhibit “1”** and incorporated herein by reference, which was awarded through a competitive bidding process (“FDOT Contract”) for the same services to be provided hereunder, and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by FDOT, subject to the terms and conditions hereof; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in its contract with FDOT subject to the additional terms and conditions detailed below.

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

1. RECITALS

The recitals are true and incorporated as terms. Any capitalized terms not specifically defined herein shall have the meaning ascribed to them in the FDOT Contract.

2. ADOPTION OF TERMS IN THE FDOT CONTRACT

The parties adopt all parts of the FDOT Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms “FDOT”, “State of Florida Department of Transportation”, “Department of Transportation” or “Department” in the FDOT Contract shall be replaced with the “Central Florida Expressway Authority.”

2.2 In Article 2, of the Contract, the contract term of “5 year term” is hereby replaced with “three (3) year term with two one-year renewals”

2.3 In Article 2-B of the Contract, the total amount “\$15,000,000.00 – not to exceed amount” is hereby replaced with “\$1,500,000.00 –not to exceed amount”.

2.4 Article 5 on page GC-3 entitled “FLORIDA PUBLIC RECORDS LAW” in the Department Contract shall be supplemented with the following:

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

2.5 Invoices will be sent to Billing@CFXway.com

3. SERVICES TO BE PROVIDED. On a Work Order basis, the CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all

equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX.

4. WORK ORDER PROCESS

4.1 CFX Construction Dept will notify the CONTRACTOR in writing of a project to be completed with the allowed construction time and the specific technical specifications, special provisions and plans.

4.2 CONTRACTOR shall have three (3) days to respond with a proposal in writing utilizing the unit prices outlined in the FDOT Contract attached hereto as **Exhibit “1”**.

4.3 CFX Construction shall issue a work order based upon the documents outlined in 4.1 and 4.2 above. The work order shall include the start date or if unknown, a Notice to Proceed shall be issued when the date is known.

4.4 CONTRACTOR shall commence and complete the work in accordance with work order and contract documents.

5. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the Price Proposal for each specific work order attached to this Agreement.

6. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in Section 5.11 of the General Specifications.

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

PENNONI ASSOCIATES, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Authorized Signature

By: _____
Aneth Williams, Director of Procurement

Print Name: _____

Date: _____

Title: _____

Attest: _____ (Seal)

Date: _____

Approved as to legal form and sufficiency for the exclusive use and reliance of Central Florida Expressway Authority.

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

Date: _____

Exhibits

- 1, FDOT Contract
- 2. Potential Conflict Disclosure Form



Florida Department of Transportation

DATE: January 19, 2022

TO: Pennoni Associates Inc.
Project Manager: Timothy McCullough
FDOT Financial Services

FROM: Procurement Office – Professional Services

SUBJECT: Transmittal of Consultant Agreement

Contract Number: CAH03
Agreement: Standard Professional Services Agreement

Attached is a copy of an executed agreement between the Department and Pennoni Associates Inc.. The Consultant is advised that no work should be performed under this agreement until receipt of a written Notice to Proceed or Task Work Order (for task assignment contracts). The Department's Project Manager will provide such a document to the Consultant with one copy to FDOT Financial Services and one to the Procurement Office.

These services were acquired in compliance with section 287.055, Florida Statutes.

The Consultant is also advised that invoices should be submitted to the Department's Project Manager.

Subconsultant commitments (DBE, small business and other subconsultants) must be submitted in the Department's Equal Opportunity Compliance (EOC) System located at the following website: <https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

Failure to timely input subconsultant commitment (DBE, small business and other subconsultants) information into the Equal Opportunity Compliance System may adversely impact the DBE commitment letter grade for your consultant firm as well as the District DBE utilization numbers, and will cause your firm to appear as delinquent on the Equal Opportunity Compliance Report. Note: For TWO contracts, Subconsultant commitments (DBE, small business and other subconsultants) can only be entered into the EOC after the prime invoice has been paid in CITS. Please refer to guidance document located [here](#) on how to enter DBE, small business and other subconsultant commitment info into EOC.

Execution Date: 1/18/2022

Service Ending Date: 1/17/2027

Term End Date (i.e. Ending Date in CFM): 1/17/2027

Attachment

STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No.: CAH03

District: Central Office

FDOT Financial ID No.(s)

Appropriation/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S.

(required for contracts in excess of \$5 million)

F.A.P. No.

THIS AGREEMENT, made and entered into on 1/18/2022 | 6:05 PM EST, by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and Pennoni Associates Inc.
(FEID No. F231683429) of 5755 Rio Vista Drive, Clearwater, FL 33760

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's Standard Professional Services
Agreement, Terms, dated February, 2021 which are available as an appendix to this form in the
Department's Professional Services web site or from the Department's Office of Procurement. The Standard
Professional Services Agreement Terms, with the exception of the following non-applicable sections:

none

are incorporated by reference and made a part of this Agreement.

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A",
attached hereto and made a part hereof, in connection with
Materials Inspection, Sampling, and Testing
B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the Standard
Professional Services Terms, will be 5755 Rio Vista Drive, Clearwater, FL 33760.

2. TERM

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this
Agreement will remain in full force and effect through completion of all services required of the Consultant or a
5 year term from the date of execution of this Agreement, whichever occurs first.
B. Check applicable terms
The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of
this Agreement, on the date specified in the written notice to proceed from the Department's which
notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services
within months of the commencement date specified in the notice to proceed or as modified by
subsequent Amendment or Supplemental Agreement.
The project services to be rendered by the Consultant for each task assignment will commence, upon written
notice from the Department's Project Manager and will be completed within the time period specified in each
task assignment. All services performed under this contract will be completed within 60 months from the date
of this Agreement. The total fee for all accumulated task assignments may not exceed \$15,000,000.00
The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of
this Agreement, on the date specified in the written notice to proceed from the Department's which
notice to proceed will become part of this Agreement. The Consultant will complete scheduled project
services within calendar days following completion of the construction contract(s) with which
consultant services are associated. The anticipated length of the consultant services is months.

STANDARD PROFESSIONAL SERVICES AGREEMENT

3. INSURANCE

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$1,000,000.00.

4. SUBCONTRACTS

The following subconsultants/subcontractors are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

NOVA Engineering and Environmental, LLC; Greenman-Pedersen, Inc.; S&ME, Inc.; Arehna Engineering Inc.; Madrid Engineering Group, Inc. D/B/A Madrid CPWG; Protective Coating Solutions, Incorporated

5. COMPENSATION

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. MISCELLANEOUS

- A. Reference in this Agreement to Director will mean the Chief Engineer.
- B. The services provided herein do do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-6 : Exhibit "A", Scope of Services

Page B-1 through Page B-8 : Exhibit "B", Method of Compensation

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

Pennoni Associates Inc. _____
Name of Consultant

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:
BY: Andrew J. Pennoni
Authorized Signature

DocuSigned by:
BY: [Signature]
022E6284290B41A...

Andrew J. Pennoni
(Print/Type)

William N. Watts, Jr., P.E.
(Print/Type)

Title: Regional Vice President

Title: Chief Engineer

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
Anisha Whitfield
Professional Services Unit

LEGAL REVIEW

DocuSigned by:
Giselle Justo
General Counsel Office

DS
BA

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS February 2021

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department 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 will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department 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 Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department 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.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be

considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department 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. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses shall be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S. and the most current version of the Disbursement Handbook for Employees and Managers.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants/subcontractors performing work on the project, and all other records of the Consultant and subconsultants/subcontractors considered necessary by the Department for a proper audit of project costs.

- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one (1) dollar will not be enforced unless the Consultant requests payment. Invoices that have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. In the event this Agreement is in excess of \$25,000 and has a term of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years."
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, 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 Consultant in the performance of the contract.

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

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS:

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant 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 he 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 Department 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.
- E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

- F. The Consultant agrees that it will 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 Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subconsultant/subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subconsultant/subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- K. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

- (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. A Consultant is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Consultant is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Consultant submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. **ASSIGNMENT AND SUBCONSULTANTS/SUBCONTRACTORS**

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants/subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants/subcontractors specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant/subcontractor will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. 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; and
 - 2. shall expressly require any subconsultants/subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the contract term; and
 - 3. shall adhere to requirements in section 448.095, Florida Statutes.
- G. The Department may grant the Consultant's employees or subconsultants/subcontractors access to the Department's secure networks as part of the project. In the event such employees' or subconsultants'/subcontractors' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants'/subcontractor's separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants'/subcontractors' participation in the project, whichever occurs later.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation (hereinafter "USDOT"), notwithstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination

in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subconsultants/subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for subconsultants/subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subconsultant/subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- (1) withholding of payments to the Consultant under the Agreement until the Consultant complies and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant shall include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant/subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended,

(prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises (“DBE”): The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Consultant and any subconsultant/subcontractor:
- “The Consultant, sub recipient or subconsultant/subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or other such remedy as the recipient deems appropriate.”
- Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Florida Department of Transportation hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

- (1) employ or retain, or agree to employ or retain, any firm or person, or
- (2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Consultant hereby certifies that it has not:

- (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement (except a bona fide employee or Agency); or
- (2) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
- (3) paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement (except a bona fide employee or Agency).

The Consultant further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Materials Inspection, Sampling, and Testing Scope of Services

A. Objective:

To provide inspection, sampling and testing services as required in connection with construction materials that will be utilized in Florida Department of Transportation (FDOT) construction and maintenance operations at facilities and locations throughout the United States. This contract may also be used for all inspection, sampling, and laboratory testing services that the firm can provide. Inspection services beyond the United States may be required. All services shall conform to the requirements of the contract documents of the Department's construction contracts for which commercial inspection services are assigned and the desires of the Department have been made known to the consultant. The Department may during the life of this agreement issue statements which clarify specification requirements. These statements will apply to all specifications which may be pertinent to Consultants' inspection, sampling, and laboratory testing services.

B. Services:

The Consultant will be qualified to provide services not limited to the following elements as required by the Department:

1. The inspection of structural steel and miscellaneous metal products. This shall include all investigations, recommendations, observations of fabrication or work in progress, sampling and laboratory testing together with the proper recording and reporting which are necessary to ensure that the work is fabricated of accepted materials by approved processes, completed through shipment where required in accordance with the requirements of the Contract Documents and applicable FDOT Specifications.
2. Coatings inspections and analysis of metalizing, galvanizing, powder coating, and wet painting or other applicable methods.
3. Precast Concrete, Prestressed Concrete, and Cementitious Materials: Performs Independent Assurance (IA), evaluations for qualifications (concrete field and concrete strength) to the active FDOT technicians assigned as described in department procedures and the Federal Aid Policy Guide. Document report findings.
4. Participate with the FDOT Districts when required/planned in the inspections, troubleshooting, and problem solving of the identified problems in the production of cementitious materials and precast/prestressed concrete products at the plants and/or project sites. Provide technical recommendations.
5. Review of the following documents: quality control plans, construction plans, specifications, procedures, and other appropriate documents as required.
6. Provide materials related technical support to district and central office in the area of concrete precast pipe and drainage structures. Provided technical

Materials Inspection, Sampling, and Testing Scope of Services

support to the District Material Office during the review of the producer's quality control plans.

7. Perform field inspection of the pipe and precast drainage structure plants during the initial and routine annual plant qualification reviews.
8. The Consultant shall furnish the Department with records and reports covering the various work inspected, sampled, and tested. Such records shall be submitted in Portable Document Format (PDF) to the Project Manager.
9. Provide engineering expertise to FDOT or the Engineer of Record in helping to solve project related problems related to engineering, design, structural, welding, or other problems that may arise during fabrication.
10. When shipped to the job site, major components and all Bills of Lading for inspected and accepted material shall bear marks which will identify the Consultant and the inspector.
11. Laboratory testing should assist in materials identification and analysis. The scope would include destructive and non-destructive testing. Prices shall be included for the following tests:
 - a. Composition/chemistry analysis
 - b. X-ray fluorescence (XRF) / X-ray diffraction (XRD) analysis
 - c. Cutting and sectioning sample
 - d. Yield, tensile and elongation testing
 - e. Scanning Electron Microscopy (SEM) preparation and photomicrograph
 - f. Hardness testing
 - g. Hydrogen embrittlement testing
 - h. Forensic Evaluation

C. Qualifications

1. Demonstrate knowledge, experience, and abilities of American Welding Society (AWS) D1.1 Structural Welding Code Steel
2. Demonstrate knowledge, experience, and abilities of AWS D1.5 Bridge Welding Code.
3. Demonstrate knowledge, experience, and abilities of AWS D1.2 Structural Welding Code Aluminum
4. Demonstrate knowledge, experience, and abilities of AWS D1.6 Structural Welding Code Stainless

Materials Inspection, Sampling, and Testing Scope of Services

5. All in-shop and field welding inspectors providing services to the Department at a minimum will have an active AWS Certified Welding Inspector certificate. Other certifications may be required but not limited to the following, depending on assignment:
 - i. American society of Non-Destructive Testing (ASNT) Magnetic Particle Testing (MT) Level I or II
 - ii. ASNT Penetrant Testing (PT) Level I or II
 - iii. ASNT Ultrasonic Testing (UT) Level I or II
 - iv. ASNT Radiographic Testing (RT) Level I or II
 - v. AWS Certified Radiographic Interpreter
 - vi. Society of Protective Coatings (SSPC) Bridge Coatings Inspector (BCI) Level I or NACE International (NACE) Coating Inspector Program (CIP) Level I with a minimum of 2 years documented shop work experience.
 - vii. SSPC BCI level II
 - viii. NACE Level II, or III
 - ix. Skidmore-Wilhelm Certified Pre-Installation Verification Inspector
 - x. Skidmore-Wilhelm Bolt Tension Training with a minimum of 2 years of documented work experience
6. Precast Concrete, Prestressed Concrete, and Cementitious Materials
 - i. Minimum two-year experience in precast/prestressed operations
 - ii. Construction Training and Qualification Program (CTQP) Concrete Field Technician – Level I
 - iii. CTQP Concrete Laboratory - Level I
 - iv. Precast/Prestressed Concrete Institute (PCI) Quality Control Personnel Certification - Level II
7. Fiber Reinforced Polymers
 - i. Minimum two year experience in Fiber-Reinforced Polymer (FRP) fabrication, quality control and processes.
 - ii. Knowledge of utilizing Non-destructive evaluation (NDE) techniques for FRP inspection.
8. Demonstrate knowledge, experience, and abilities of the following:
 - i. Florida Department of Transportation Materials Manual
 - ii. Florida Methods, 5-581 Performing Rotational Capacity Test – Long Bolts in Tension Calibrator, 5-582 Rotational Capacity Test Bolts to Short to Fit into Tension Calibrator, 5-583 Direct Tension Indicator Device Performance
 - iii. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, applicable issues
 - iv. Florida Department of Transportation Design Standards
 - v. Other Methods, Standards, Codes, and Manuals as required by work assignments.
9. The Consultant(s) will supply a list of inspectors containing at a minimum all inspectors' names, locations, and certifications held by each inspector to the

Materials Inspection, Sampling, and Testing Scope of Services

Project Manager. All inspectors shall be approved prior to beginning work. The Project Manager will be notified of any changes prior to the beginning of any work. The list will be kept current.

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Materials Inspection, Sampling, and Testing Scope of Services

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Materials Inspection, Sampling, and Testing Scope of Services

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The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Agreement, with no rights of ownership in Consultant or any subconsultants/subcontractors. Consultant and subconsultants/subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Agreement. Consultant or subconsultant/subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Agreement, without further consideration. This Agreement shall operate as an irrevocable assignment by Consultant and subconsultants/subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Agreement, including all rights thereunder in perpetuity. Consultant and subconsultants/subcontractors shall not patent any intellectual property conceived, created, or furnished under this Agreement. Consultant and subconsultants/subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Agreement. Consultant agrees to include this provision in all its subcontracts under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES LETTER OF RESPONSE

375-030-22
PROCUREMENT
04/18
Page 1



Advertisement No.: 22901 **DOT FM Number:** _____

Submittal Date: 8/9/2021 **Project Name:** Materials Inspection, Sampling, and Testing

Consultant's Name: Pennoni Associates Inc.
(Firm must use the name shown on the Consultant's qualification letter.)

Street Address: 5755 Rio Vista Drive

City: Clearwater **State:** FL **Zip:** 33760

Office Location: King of Prussia, PA **Contact person:** Andrew J. Pennoni, PE

Phone: 610-422-2444 **Contact email:** apennoni@pennoni.com

By submittal of this letter the Consultant certifies that all information provided in the letter is true and accurate. The Consultant further certifies that staff proposed are currently employed by the firm(s) identified, or the Consultant shall provide a statement indicating when staff will become employed by the identified firm(s).

The Letter of Response should address the following information:

- Proposed approach and understanding of critical issues.
- Relevant project experience – Similar type of work experience.
- Other content provided by firm.
- Proposed key personnel and their proposed roles (do not include resumes).

Consultants: Please be aware that all font (including font in graphics, tables, and captions on photos) must be standard Arial Narrow, 11 point, single line spacing with no modification of font or spacing allowed. ½" clear margin on all sides must be maintained on all pages. It is the Consultant's responsibility, due to font and format restrictions within this form, to work within the constraints of the form and its format. Character styling such as use of color, bold, and italics is allowed. Use of a table is recommended for text boxes. The page layout may be modified to add columns, tables, graphics, and photos. All graphics and photos must be created in a clean, blank word document and the "text wrapping square" option applied before cutting and pasting into this form. Consultants may add their logo at the top of the first page (directly underneath the header), however, the Consultant shall not extend the form beyond the pages allocated for the Letter to accommodate insertion of the logo. Consultants are not permitted to insert any other information in the header other than the logo. After pasting your letter into this form, highlight all text and ensure the font size of Arial Narrow, 11 point was retained. Once your content is inserted, delete any additional blank pages that are generated by pressing your delete key after the last word in the Letter of Response. Recreation of the form in another software application to modify the form format is not permitted. This form works best when saved with a .docx extension. *Please retain the source document as it may be requested at a later date in the procurement, to verify adherence with aforementioned restrictions. Note: You may begin typing on this page.

Pennoni takes great pride in having successfully provided these services for the State of Florida Department of Transportation (FDOT) through the current five-year agreement. In the process, we have helped FDOT execute its mission of providing a safe transportation system that ensures mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities.

Pennoni is a 100% employee-owned firm. Every employee has a vested interest in the quality and reputation of our company. Our core values have held true from the day we were founded in 1966 as a one-person structural engineering firm to today as a 1,200-person employee-owned multidisciplinary engineering firm that specializes in fabrication inspection for transportation agencies. Pennoni has successfully grown into a leading nationally recognized bridge fabrication inspection firm while maintaining our core values. Our core values have and always will be *Honesty, Integrity, and Service.*

Our team's core services are QA fabrication and coating inspection for transportation agencies. Pennoni has effectively and efficiently provided these services for more than 35 transportation agencies, including FDOT, at shops located throughout North America, Europe, and Asia. Pennoni inspectors have successfully provided QA services for more than 40 years at more than 1,000 source locations. Our depth and breadth of inspection personnel are extensive, and the qualifications, capabilities, and dedication of our team is unparalleled.

Pennoni will work to meet the DBE/SBE participation goals for FDOT and included three (3) DBE/SBE subconsultants on our team to help meet the goals. We are proposing key members of our team to continue to service FDOT, including our Project Manager, Raymond Monson, PE, who has successfully worked with FDOT for more than 20 years and served as a valuable resource and key advisor to the Department's Structural Materials Office; Douglas Yates as our boots on the ground Supervisor that has spent his career performing, supervising, and

managing fabrication inspection services for FDOT and other transportation agencies; and our team of qualified and experienced bridge fabrication and coating inspectors located throughout the Southeast and North America, including many with FDOT experience.

Pennoni is the right fit for this contract because: 1. Our qualified and dedicated project team and inspection staff; 2. The depth and breadth of our local, regional, and nationwide resources; 3. Our proven Work Management Plan and Quality Management System; 4. Our effective use of innovation and technology to better deliver these services; 5. Our comprehensive training and development program for our personnel; 6. Our thorough understanding of FDOT's requirements and expectations; 7. Our ability to service this agreement efficiently and effectively; 8. Our Corporate Health and Safety Plan that includes OSHA training and COVID protocols.

Pennoni is currently prequalified with FDOT in work type 10.3, and our teams includes subconsultants prequalified in work types 9.3 and 10.3, as required by the advertisement and detailed on page 4 of this LOR.

PROPOSED APPROACH AND UNDERSTANDING OF CRITICAL ISSUES

Our primary function is to monitor the quality of the fabricators' work to ensure that the requirements of the contract documents are achieved. Pennoni will represent FDOT's interests. We will witness and report on the fabricators' production and the QC department's performance. Written documentation, including deficiencies, will be prepared and submitted to FDOT. Non-compliance issues will be brought to the attention of the fabricator's QC manager and FDOT in a timely manner.

Ensuring adequate inspection coverage on a nationwide on-call agreement is critical. Our qualified staff far exceeds the inspectors needed for this contract. **We have extensive resources in Florida, southeast US, and North America.** We have adapted our approach to meet FDOT's needs. By continuously providing these services to FDOT and other agencies for more than 40 years, we have developed comprehensive in-house resources that includes inspectors in more than 35 states and two Canadian provinces. Our inspectors are in proximity to most bridge fabrication shops. Our team with **over 300 inspectors**, includes more than 145 AWS-CWI's, over 185 NACE/SSPC coating inspectors, more than 100 ASNT certified NDT technicians, over 85 Skidmore-Wilhelm/ICC bolting inspectors, more than 29 PCI inspectors, and over 16 CTQP technicians. Many of our inspectors have FDOT experience and more than 100 have bridge fabrication experience. **Our Team has in-house Phased Array Ultrasonic and Radiographic Testing Crews.** We have multiple seasoned supervisors that travel to shops, perform inspections, and help cover assignments for inspectors. **Our hands-on working supervisors are critical to help cover assignments** that often come up with very short notice or are concurrent with other assignments.

Another critical aspect is to ensure our personnel diligently perform their inspection duties at remote locations. Inspectors are evaluated based on strengths and weaknesses; personalities, experience, and credentials; type of shop and nature of the work; and geographic location. Inspectors receive training and/or orientation. Our team will **work with FDOT to assign appropriate personnel and maintain communication**, conduct prefabrication meetings, visit the shops, review reports; and help resolve fabrication issues. Our **supervisor visits the shops**, we review inspectors' record keeping; and walk the shop floor with the inspector to observe work in progress.

Pennoni has a **Quality Assurance Program** to help ensure that we are effectively performing our duties, including our internal QC Manager; our custom made Company and Client Inspector Manuals; Project Information Sheets for each assignment; proprietary web based inspection management system ("InspectionWeb"); our supervisory visit program; review of inspector's reports; time/expense reports and receipts are closely monitored; and each location has the technology to facilitate effective communication and reporting.

RELEVANT PROJECT EXPERIENCE – SIMILAR TYPE OF WORK EXPERIENCE

The Pennoni Team has a hands-on familiarity with most fabrication shops producing for FDOT, plus many more shops located throughout North America, thus we have first-hand knowledge of the fabrication and QC departments. Pennoni has a long **track record of successfully completed large and complex open-end bridge fabrication and coating inspection, and engineering contracts.** Our team has provided fabrication and coating inspection services for more than 35 transportation agencies, including but not limited to:

- Central Florida Expressway
- Connecticut DOT
- Florida Turnpike Enterprise
- Florida DOT
- Illinois DOT
- Indiana DOT
- Iowa DOT
- Maine DOT
- Massachusetts DOT
- Miami Dade Expressway
- Mississippi DOT
- New York City DOT
- New York State DOT
- North Carolina DOT
- Pennsylvania DOT
- PA Turnpike Commission
- Port Authority of NY & NJ
- Rhode Island DOT
- South Carolina DOT
- West Virginia DOT

The Pennoni Team has experience inspecting all types of bridge structures typically designed for FDOT, including FCM, girders, beams, trusses, box beams, bridge machinery, overhead signs, cantilevered sign structures, expansion joints, bearings, cable stayed structures, stringers, tubular steel, movable bridges, barrier, catenary structures, light poles, towers, railing, decking, stairs, scuppers, and down spouts. We have also performed inspection of fabricated aluminum, FRP, and precast/prestressed concrete. We have the necessary in-house expertise and experience in the inspection of industrial coatings as performed in the shop and field, as well as alternate corrosion protection systems, such as galvanizing, weathering steel and metalizing.

OTHER CONTENT PROVIDED BY FIRM

Pennoni is committed to quality through continuous improvement. We maintain an in-house quality management program. Pennoni's Inspection and Testing discipline is accredited by IAS to ISO 17020:2012 and AASHTO per ASTM E329. Further evidence of our commitment to quality is that over 85% of our work is from existing clients and the large number of credentialed personnel on our staff.

Innovation and technology are integral at Pennoni. We developed a web-based database system to assist in the management of our services and have continued to invest further in software and technology for reporting, scheduling, testing, inspection, engineering, and analysis. In addition, our web-based portal allows our inspectors immediate remote access to the information they need to do their job and inspectors are equipped with the tools, equipment, and technology necessary to do their work effectively and efficiently.

Pennoni maintains an employee turnover rate lower than the industry average. We believe this is achieved by providing an environment where our employees can develop professionally, be rewarded for good performance, and have pride in themselves and their company. We have been named one of the "**Best Places to Work**" in multiple states. According to the surveys, Pennoni has built a great workplace where its employees trust the people they work for, enjoy the people they work with, and take pride in what they do.

Training, certification, and continuing education is a part of Pennoni. We are committed to our employees through in-house and external training programs and certification. We employ hands-on training of our inspectors by our supervisors, but Pennoni's Inspection & Testing discipline also spends more than \$450,000 a year on inspector training and certification.

We are committed to our people's **health, safety, and wellbeing** as evidenced by our corporate health and safety program. We require OSHA-10 safety training for our inspectors. We support our employees with excellent health benefits and personal support programs. Our personnel are provided with the requisite personal protective equipment and are expected to comply with safety rules at their work sites.

PROPOSED KEY PERSONNEL AND THEIR PROPOSED ROLES

Pennoni is a professional firm with 1,200 employees that provides nationwide inspection and engineering services through our 36 offices and nationwide resident inspectors and supervisors. We have a successful track record of meeting our clients' needs on large complex open-end inspection and engineering contracts. We have six Florida offices, plus the resources of our subconsultants. Our team has hands-on inspection experience; shop drawing and specification review experience; industrial coating inspection experience; code interpretation experience; and welding/fabrication/coating procedure review experience. Our management and supervision team has **more than 150 years of off-site bridge fabrication and materials inspection experience.**

Our **Principal-in-Charge, Andrew Pennoni, PE, CWI**, has NACE and ASNT training, with more than 30 years of experience, including 25 years managing Bridge Fabrication Inspection. **Raymond Monson, PE**, sits in our Clearwater, FL, office and will serve as our **Project Manager**. Mr. Monson is a licensed welding engineer, AWS-CWI and AWS-CWEng, with more than 35 years of experience, including over 20 years successfully managing these services for FDOT. In addition to being a highly effective manager of these services, Mr. Monson has been a valuable technical resource and consultant for the Structural Materials Office. He is active in the industry through AWS and NSBA and widely acknowledged as an authority. Mr. Monson has successfully worked on many special assignments for FDOT.

Our **Inspection Supervisor, Doug Yates** lives in Green Cove Springs, FL, which is about an hour from Gainesville, provides hands-on supervision of our inspectors, conducts prefabrication meetings, performs shop audits, and administers training to our inspectors. Mr. Yates is a SCWI with ASNT level II in MT, PT, UT, and RT; SSPC-BC2, bolting certification, and more than 30 years of experience in steel fabrication and coating, including over eight years successfully working for FDOT on many projects as a trusted resource, and acknowledged in the industry by his local AWS chapter as a CWI of the Year. Mark Lara is our full time ASNT level III in UT, RT, MT, and PT, with a CWI and NACE-III, and has over 20 years of bridge fabrication and coating experience. Tim Mason, PCI-III with a BSCET and more than 15 years performing, supervising, and managing precast/prestressed concrete fabrication inspection.

Our team includes five key **subconsultants: Greenman-Pederson, Inc. (GPI); S&ME Inc.; NOVA Engineering and Environmental, LLC; AREHNA Engineering, Inc. (DBE/SBE); Madrid Engineering Group (SBE) and Protective Coating Services (PCS) an SBE.** GPI will provide coatings inspectors and technical experts Paul Vinik (coatings/cathodic protection) and Ramon Pelaez (FRP). S&ME will supplement our shop and field inspection and testing staff and provide phased array and radiographic testing. NOVA will provide field inspection and testing staff and technical experts Tristan Rossi (PCI-III) that can be assigned to the SMO office in Gainesville, and Charles Pennington (ASNT-III). AREHNA can provide materials testing, supplemental precast inspectors, and welding inspectors. Madrid can provide construction materials testing related services. PCS can provide supplementary specialty services related to coatings and welding. All team members have offices in Florida and combine to bring extensive local and nationwide resources, expertise, and capabilities with over 150 offices in 26 states, including 37 offices in Florida. GPI, S&ME, NOVA and Pennoni can also staff precast/prestressed concrete inspectors. We have secured the services of **two metallurgical testing laboratories**, Constellation Technology Corporation in Largo, FL, and Applied Technical Services with laboratory locations throughout Florida and the United States.

Materials Inspection, Sampling, and Testing Scope of Services

A. Objective:

To provide inspection, sampling and testing services as required in connection with construction materials that will be utilized in Florida Department of Transportation (FDOT) construction and maintenance operations at facilities and locations throughout the United States. This contract may also be used for all inspection, sampling, and laboratory testing services that the firm can provide. Inspection services beyond the United States may be required. All services shall conform to the requirements of the contract documents of the Department's construction contracts for which commercial inspection services are assigned and the desires of the Department have been made known to the consultant. The Department may during the life of this agreement issue statements which clarify specification requirements. These statements will apply to all specifications which may be pertinent to Consultants' inspection, sampling, and laboratory testing services.

B. Services:

The Consultant will be qualified to provide services not limited to the following elements as required by the Department:

1. The inspection of structural steel and miscellaneous metal products. This shall include all investigations, recommendations, observations of fabrication or work in progress, sampling and laboratory testing together with the proper recording and reporting which are necessary to ensure that the work is fabricated of accepted materials by approved processes, completed through shipment where required in accordance with the requirements of the Contract Documents and applicable FDOT Specifications.
2. Coatings inspections and analysis of metalizing, galvanizing, powder coating, and wet painting or other applicable methods.
3. Precast Concrete, Prestressed Concrete, and Cementitious Materials: Performs Independent Assurance (IA), evaluations for qualifications (concrete field and concrete strength) to the active FDOT technicians assigned as described in department procedures and the Federal Aid Policy Guide. Document report findings.
4. Participate with the FDOT Districts when required/planned in the inspections, troubleshooting, and problem solving of the identified problems in the production of cementitious materials and precast/prestressed concrete products at the plants and/or project sites. Provide technical recommendations.
5. Review of the following documents: quality control plans, construction plans, specifications, procedures, and other appropriate documents as required.
6. Provide materials related technical **support** to district and central office in the area of concrete precast pipe and drainage structures. Provided technical

Materials Inspection, Sampling, and Testing

Scope of Services

support to the District Material Office during the review of the producer's quality control plans.

7. Perform field inspection of the pipe and precast drainage structure plants during the initial and routine annual plant qualification reviews.
8. The Consultant shall furnish the Department with records and reports covering the various work inspected, sampled, and tested. Such records shall be submitted in Portable Document Format (PDF) to the Project Manager.
9. Provide engineering expertise to FDOT or the Engineer of Record in helping to solve project related problems related to engineering, design, structural, welding, or other problems that may arise during fabrication.
10. When shipped to the job site, major components and all Bills of Lading for inspected and accepted material shall bear marks which will identify the Consultant and the inspector.
11. Laboratory testing should assist in materials identification and analysis. The scope would include destructive and non-destructive testing. Prices shall be included for the following tests:
 - a. Composition/chemistry analysis
 - b. X-ray fluorescence (XRF) / X-ray diffraction (XRD) analysis
 - c. Cutting and sectioning sample
 - d. Yield, tensile and elongation testing
 - e. Scanning Electron Microscopy (SEM) preparation and photomicrograph
 - f. Hardness testing
 - g. Hydrogen embrittlement testing
 - h. Forensic Evaluation

C. Qualifications

1. Demonstrate knowledge, experience, and abilities of American Welding Society (AWS) D1.1 Structural Welding Code Steel
2. Demonstrate knowledge, experience, and abilities of AWS D1.5 Bridge Welding Code.
3. Demonstrate knowledge, experience, and abilities of AWS D1.2 Structural Welding Code Aluminum
4. Demonstrate knowledge, experience, and abilities of AWS D1.6 Structural Welding Code Stainless

Materials Inspection, Sampling, and Testing Scope of Services

5. All in-shop and field welding inspectors providing services to the Department at a minimum will have an active AWS Certified Welding Inspector certificate. Other certifications may be required but not limited to the following, depending on assignment:
 - i. American society of Non-Destructive Testing (ASNT) Magnetic Particle Testing (MT) Level I or II
 - ii. ASNT Penetrant Testing (PT) Level I or II
 - iii. ASNT Ultrasonic Testing (UT) Level I or II
 - iv. ASNT Radiographic Testing (RT) Level I or II
 - v. AWS Certified Radiographic Interpreter
 - vi. Society of Protective Coatings (SSPC) Bridge Coatings Inspector (BCI) Level I or NACE International (NACE) Coating Inspector Program (CIP) Level I with a minimum of 2 years documented shop work experience.
 - vii. SSPC BCI level II
 - viii. NACE Level II, or III
 - ix. Skidmore-Wilhelm Certified Pre-Installation Verification Inspector
 - x. Skidmore-Wilhelm Bolt Tension Training with a minimum of 2 years of documented work experience
6. Precast Concrete, Prestressed Concrete, and Cementitious Materials
 - i. Minimum two-year experience in precast/prestressed operations
 - ii. Construction Training and Qualification Program (CTQP) Concrete Field Technician – Level I
 - iii. CTQP Concrete Laboratory - Level I
 - iv. Precast/Prestressed Concrete Institute (PCI) Quality Control Personnel Certification - Level II
7. Fiber Reinforced Polymers
 - i. Minimum two year experience in Fiber-Reinforced Polymer (FRP) fabrication, quality control and processes.
 - ii. Knowledge of utilizing Non-destructive evaluation (NDE) techniques for FRP inspection.
8. Demonstrate knowledge, experience, and abilities of the following:
 - i. Florida Department of Transportation Materials Manual
 - ii. Florida Methods, 5-581 Performing Rotational Capacity Test – Long Bolts in Tension Calibrator, 5-582 Rotational Capacity Test Bolts to Short to Fit into Tension Calibrator, 5-583 Direct Tension Indicator Device Performance
 - iii. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, applicable issues
 - iv. Florida Department of Transportation Design Standards
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Materials Inspection, Sampling, and Testing Scope of Services

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Materials Inspection, Sampling, and Testing Scope of Services

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Materials Inspection, Sampling, and Testing Scope of Services

herein, Consultant and its employees, agents, representatives, or subconsultants/subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of Consultant.

J. Ownership of Works and Inventions

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Agreement, with no rights of ownership in Consultant or any subconsultants/subcontractors. Consultant and subconsultants/subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Agreement. Consultant or subconsultant/subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Agreement, without further consideration. This Agreement shall operate as an irrevocable assignment by Consultant and subconsultants/subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Agreement, including all rights thereunder in perpetuity. Consultant and subconsultants/subcontractors shall not patent any intellectual property conceived, created, or furnished under this Agreement. Consultant and subconsultants/subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Agreement. Consultant agrees to include this provision in all its subcontracts under this Agreement.

Procurement Office Home Page (<http://www.fdot.gov/procurement/>)

Pursuant to Section 120.57(3), Florida Statutes, and Rule Chapter 28-110, Florida Administrative Code, any person adversely affected by the agency decision or intended decision shall file with the agency both a notice of protest in writing and bond within 72 hours after the posting of the notice of decision or intended decision, or posting of the solicitation with respect to a protest of the terms, conditions, and specifications contained in a solicitation and will file a formal written protest within ten days after the filing of the notice of protest. The required notice of protest and bond, and formal written protest must each be timely filed with the **Florida Department of Transportation, Clerk of Agency Proceedings, 605 Suwannee St, Mail Station 58, Tallahassee FL 32399-0458**. Failure to file a notice of protest or formal written protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120 Florida Statutes.

IMPORTANT NOTICE !!

All Prime Consultants and all Subvendors/subconsultants/subcontractors must register with the State's web-based e-Procurement system - "MyFloridaMarketPlace." (<http://dms.myflorida.com/mfmp>) Professional Services acquired in accordance with Chapter 287.055 Florida Statutes, are exempt from the 1% transaction fee. You can also sign up to attend a vendor registration training session or call 1-866-352-3776 for assistance.

Notice to Professional Consultants
State of Florida Department of Transportation

Notice: All Letters of Response are required to be submitted via E-mail. The size limit for Letters of Response has been increased to 1MB. Please read the Response Procedure carefully!

The Department reserves the right to reject all Proposals and/or to waive minor irregularities.

The Department of Transportation anticipates seeking professional consultant services on the projects listed in this advertisement. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by the Department to perform the indicated MAJOR Type(s) of Work. Prime Consultants must be prequalified in at least one or more of the MAJOR Types of Work specified in the advertisement. A prequalified subconsultant(s) may be used to meet the other Types of Work specified in the advertisement. Persons and firms used whether prime consultant or subconsultant, can only perform the work for which they are prequalified with the Department, in accordance with Rule Chapter 14-75, Florida Administrative Code. Consultants technically prequalified but without unlimited audit status, will only be considered as primes for projects less than \$500,000. Any firm not prequalified by the Department and desiring consideration for these projects must submit a complete Request for Prequalification Application (http://www.fdot.gov/procurement/prequalification_Applications.shtm) to co.profserv@dot.state.fl.us by the advertised Letter of Response Deadline Date and Time. Please call 850-414-4597 if you have any questions on the prequalification process. A Department approved overhead audit (Technical Prequalification + Approved Unlimited Audit) is required for projects \$500,000 or more. The technical work type(s) and audit must be approved by the shortlist date referenced in the advertisement in order for the responding firm to be considered responsive for shortlisting.

CONSULTANT ELIGIBILITY: It is a basic tenet of the Department's contracting program that contracts are procured in a fair, open and competitive manner. The Department requires that Consultants representing the Department must be free of conflicting professional or personal interests. In order to prevent potential conflicts of interest, the Department has established guidelines to be followed by professional services Consultants. Please familiarize yourself with the requirements of Procedure No. 375-030-006, also known as: "Conflict of Interest Procedure for Department Contracts". By submitting a Letter of Response, the Consultant certifies that they are in compliance with Procedure No. 375-030-006. This procedure is available at the following link: Professional Services Publications Menu (<http://www.fdot.gov/procurement/pubsmenu.shtm>). In addition to the restrictions identified in Procedure No. 375-030-006, please be advised of the following prohibition: A consultant firm or its affiliate who was the Designer or Engineer of Record is precluded from bidding on the same project as the Construction contractor, or as a member of the construction team (subcontractor).

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education

Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL DEBARMENT: By submitting a Letter of Response, the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

PUBLIC ENTITY CRIMES: 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 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.

INSPECTOR GENERAL: The Vendor/Contractor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

E-VERIFY: The Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount if, at the time of contracting, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into a contract for goods or services of \$1 million or more if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

SELECTION METHOD: The listed projects are procured in accordance with the processes detailed in the Rule Chapter 14-75, Florida Administrative Code, and the Professional Services Procurement Manual, Topic Number 375-030-003. Some or all of the responding firms may be requested to provide Written Technical Proposals, Oral Presentations, Interviews, or Expanded Letters of Response, for the ranking process. Unless otherwise noted in the specific advertisement, factors considered by the Project Manager, Department designee, or Technical Review Committee in developing the longlist and shortlist recommendation (where applicable) include:

(A) Past performance evaluations received by the Consultant on current and previous Department projects, or other performance data included by the Consultant in the LOR or Letter of Qualification, and work experience including specialized experience.

(B) Staff capabilities.

(C) Local presence- The location of the Consultant in relation to the work to be performed, for projects where Consultant proximity to project location is pertinent and adds value to the quality and efficiency of the project (e.g., CEI project). If a Consultant from outside of the local area indicates that it will satisfy the criteria in some manner, such as establishing a local office, that commitment shall be considered to have satisfied the local presence criteria. However, local preferences, i.e., State or local requirements that limit competition, are not allowed.

(D) Any restrictions placed on the Consultant by the prequalification evaluator.

(E) Availability of proposed consultant personnel.

(F) Technical approach, innovation, and any other information contained in the LOR or Letter of Qualification

Factors to be considered by the Selection Committee when making the shortlist decision include but are not limited to the following:

(A) Past performance evaluations received by the Consultant on current and previous Departmental projects, or other performance data included by the Consultant in the LOR/Letter of Qualification/Expanded Letter of Response as applicable, and work experience including specialized experience.

(B) The workload of each Consultant, as evidenced by the number of similar projects the Consultant is shortlisted on that have not had a final selection, as well as the residual fees remaining to be paid to the Consultants on active agreements.

(C) Availability of proposed Consultant personnel.

(D) Balancing the needs of the project to the abilities of the Consultants.

(E) The Consultant's working relationship/experience with the Department on previous projects.

(F) The general and specific information used to longlist the Consultants (i.e., prequalification restrictions, etc.).

(G) Proposed subconsultant teaming (also applicable for projects advertised with DBE and Small Business under-utilized goals).

(H) Detailed Consultant Analysis Report, where available.

After ranking of the consultants the contract fee will be negotiated in accordance with Section 287.055 Florida Statutes. Funding on all projects is subject to legislative approval. Registration in MyFloridaMarketPlace is required prior to contracting. Note: The shortlist and final selection meeting dates and times are provided within the advertisement. All public meetings will be held in the District headquarters or Central Office headquarters unless otherwise noted. People who require special accommodations under the Americans with Disabilities Act should contact the advertisement contact at least 48 hours prior to the meeting. Changes to meeting dates and times will be updated under the [All Advertisements \(https://pdaexternal.fdot.gov/Pub/AdvertisementPublic/PS/A\)](https://pdaexternal.fdot.gov/Pub/AdvertisementPublic/PS/A) link. The agenda for each public meeting is as follows: a) Opening Remarks (approx. 3 minutes); b) Public Input (minimum 15 minutes will be allotted); c) Department business; d) Closing. For more information, contact the designated responsible office. In order to ensure a fair, competitive and open process, once a project is advertised under Current Advertisements, all communications between interested firms and the Department must be directed to the appropriate Professional Services Office. The advertisement contact is referenced in the Respond To: section of each advertisement. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

NEGOTIATION: All FDOT Professional Services contract negotiations are subject to the guidance provided in the FDOT Negotiation Handbook.

CONTRACT: If awarded, the consultant will be expected to adhere to contract requirements referenced in the standard professional services agreement terms available at the following [link \(http://www.fdot.gov/procurement/pubsmenu.shtml\)](http://www.fdot.gov/procurement/pubsmenu.shtml).

RESPONSE PROCEDURE: Qualified consultants are encouraged to submit a Letter of Response, for each project in which they are interested, to the indicated requesting unit by 5:00 PM Eastern time on the date indicated as the Response Deadline. **Letters of Response will be submitted as an attachment to an E-mail, submitted electronically to the indicated response address. The Standard FDOT Professional Services [Letter of Response form \(https://pdl.fdot.gov/api/form/downloadAttachment/10980522\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980522) must be completed and submitted to the indicated response e-mail address. Consultants, be advised that you are responsible for downloading the latest version of the Letter of Response Form when responding to the advertisement. The 4/18 version must be used when responding to the advertisement. The form will be a single file not to exceed 1MB in size in Adobe PDF format (unzipped), and the form completed in its entirety will not exceed the six 8 ½ x 11 pages provided in the form unless otherwise indicated in the advertisement. The content of the Letter cannot go beyond Page 3 of the form. Pages 4, 5, and 6 of the form are reserved for the tables listing prime and subconsultants by work type. Consultants must not add additional pages to the form. Formatting requirements consist of a font size of 11, with ½ inch margins. Please be aware that all font (including graphics, tables, and captions on photos) must be standard arial narrow, 11 point font, single line spacing with no modification of font or spacing allowed. Please retain the source document as it may be requested at a later date within the procurement process, for audit purposes. The Department reserves the right to periodically sample letters of response to ensure compliance with format submittal requirements. All other advertisement submittal requirements will be verified with each Letter submittal. Failure to comply with the submittal requirements may cause the Letter of Response to be considered non-responsive. Consultants should receive an e-mailed Return Receipt acknowledgement within 2 hours of submittal to the indicated response address. If a Return Receipt acknowledgement is not received by the Consultant, please call the appropriate Professional Services Office (within normal business hours) to verify the Department's receipt of your e-mailed Letter of Response. The advertisement contact is referenced in the Respond To: section of each advertisement. Letters of Response shall not contain links to other web pages since doing so would introduce additional information beyond the page limit of the Letter of Response submittals. Inclusion of links to other web pages may cause your submittal to be found non-responsive. The Letter of Response should, at a minimum, include the following information:**

Letters of Response will be submitted as an attachment to an E-mail, submitted electronically to the indicated response address. The Standard FDOT Professional Services [Letter of Response form \(https://pdl.fdot.gov/api/form/downloadAttachment/10980522\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980522) must be completed and submitted to the indicated response e-mail address. Consultants, be advised that you are responsible for downloading the latest version of the Letter of Response Form when responding to the advertisement. The 4/18 version must be used when responding to the advertisement. The form will be a single file not to exceed 1MB in size in Adobe PDF format (unzipped), and the form completed in its entirety will not exceed the six 8 ½ x 11 pages provided in the form unless otherwise indicated in the advertisement. The content of the Letter cannot go beyond Page 3 of the form. Pages 4, 5, and 6 of the form are reserved for the tables listing prime and subconsultants by work type. Consultants must not add additional pages to the form. Formatting requirements consist of a font size of 11, with ½ inch margins. Please be aware that all font (including graphics, tables, and captions on photos) must be standard arial narrow, 11 point font, single line spacing with no modification of font or spacing allowed. Please retain the source document as it may be requested at a later date within the procurement process, for audit purposes. The Department reserves the right to periodically sample letters of response to ensure compliance with format submittal requirements. All other advertisement submittal requirements will be verified with each Letter submittal. Failure to comply with the submittal requirements may cause the Letter of Response to be considered non-responsive. Consultants should receive an e-mailed Return Receipt acknowledgement within 2 hours of submittal to the indicated response address. If a Return Receipt acknowledgement is not received by the Consultant, please call the appropriate Professional Services Office (within normal business hours) to verify the Department's receipt of your e-mailed Letter of Response. The advertisement contact is referenced in the Respond To: section of each advertisement. Letters of Response shall not contain links to other web pages since doing so would introduce additional information beyond the page limit of the Letter of Response submittals. Inclusion of links to other web pages may cause your submittal to be found non-responsive. The Letter of Response should, at a minimum, include the following information:

- a. Project Name/DOT Financial Management Number
- b. Consultant's name and address (Firm must use the name shown on the Consultant's qualification letter)
- c. Proposed responsible office for consultant
- d. Contact person, phone number and Email Address
- e. Statement regarding prequalification of consultant or proposed subconsultants in advertised type(s) of work
- f. Proposed key personnel and their proposed roles (do not include resumes)
- g. Subconsultant(s) that may be used for the project
- h. Indication as to whether the prime firm and/or subconsultants are disadvantaged business enterprises (DBE) or Small Businesses
- i. Project Approach and Understanding of Critical Issues

- j. Relevant project experience - Similar type of work experience
- k. A Bid Opportunity List should be submitted through the Equal Opportunity Compliance system which is available at the [Equal Opportunity Office Website \(https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance\)](https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance). Prime Consultants can obtain access to the new EOC system by filling out the [Contractors and Consultants New Users Access Form \(https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/equalopportunity/eoc-rcs-user-manual/eoc-system-access-request-form.pdf?sfvrsn=899539b3_0\)](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/equalopportunity/eoc-rcs-user-manual/eoc-system-access-request-form.pdf?sfvrsn=899539b3_0). Please complete the form and submit it to EOOHelp@dot.state.fl.us. For additional information regarding the Bid Opportunity List, please refer to this [brochure \(https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/procurement/pdf/eoc_bidders_list_flyer.pdf?sfvrsn=1622cd32_2\)](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/procurement/pdf/eoc_bidders_list_flyer.pdf?sfvrsn=1622cd32_2).

IMPORTANT UPDATE: Pursuant to the Federal Brooks Act, and Section 287.055, Florida Statutes, price may not be an evaluation criterion during the advertisement and selection phase for professional services procurements. Consultants are prohibited from including references to their proposed professional services fees or indirect rates in Letters of Response, Written Technical Proposals, Oral Presentations, or Interviews. It is permissible to address cost savings specifically related to the construction project. Inclusion of prohibited professional services cost data in a Letter of Response or Technical Proposal may cause the Letter of Response or Technical Proposal to be considered non-responsive.

Private attorney services may not be utilized on Department contracts without advance approval from the Attorney General's Office. The advance approval may only be requested by Agency General Counsel (FDOT), and not the consultant firm. Since approval cannot be assumed, consultant firms shall refrain from proposing legal firms as part of the professional services consultant team in their procurement response and proposal documents. As referenced in Section 287.059(3), F.S.:

"An agency requesting approval for the use of private attorney services shall first offer to contract with the Department of Legal Affairs for such attorney services at a cost pursuant to mutual agreement. The Attorney General shall decide on a case-by-case basis to accept or decline to provide such attorney services as staffing, expertise, or other legal or economic considerations warrant. If the Attorney General declines to provide the requested attorney services, the Attorney General's written approval shall include a statement that the private attorney services requested cannot be provided by the office of the Attorney General or that such private attorney services are cost-effective in the opinion of the Attorney General. The Attorney General shall not consider political affiliation in making such decision. The office of the Attorney General shall respond to the request of an agency for prior written approval within 10 working days after receiving such request. The Attorney General may request additional information necessary for evaluation of a request. The Attorney General shall respond to the request within 10 working days after receipt of the requested information."

When universities or colleges are needed to perform services, the Department's Project Manager shall procure such services by means of either a University Master Agreement task work order, a governmental agency contract, or a competitive solicitation for contractual services, as appropriate (reference Section 287.057(21), F.S. Universities proposed as subconsultants will not be added to the professional services contract.

STANDARD NOTES: (Applicable to following projects where indicated)

1. This project does not fall within the FDOT standard Professional Services Types of Work, therefore technical prequalification of responding consultants in a work type is not mandatory. If the Prime submitting on this project is not a Prequalified Professional Services firm and desires to submit for the project, the following requirements must be met:

- a. Prime must be currently registered as a Professional Engineering firm in the State of Florida by the advertisement response deadline.
- b. Prime must possess professional liability insurance (include a professional liability insurance certificate with Letter submittal) by the advertisement response deadline.
- c. For projects \$500,000 or above: a recent overhead audit (dated within 6 months of the Consultant's fiscal year end must be on file with the Department, or a recent overhead audit dated within 6 months of the Consultant's fiscal year end must be submitted to the Prequalification Administrator via e-mail to co.profserv@dot.state.fl.us prior to the Letter of Response deadline in the advertisement. In all cases, the overhead audit must be prepared by an independent Certified Public Accountant (CPA) or governmental agency and in conformance with the Department's current Reimbursement Rate Guidelines. A completed Request for Qualification Form No. 375-030-01 must accompany the submittal of an overhead audit to the Prequalification Administrator. In the email to the

Prequalification Administrator, consultant must note that this is being submitted in response to advertisement no. xxxxx which has Standard Note 1 referenced.

The Standard FDOT [Letter of Qualification form \(https://pdl.fdot.gov/api/form/downloadAttachment/10980526\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980526) is required to be submitted to the indicated response e-mail. Consultants, be advised that you are responsible for downloading the latest version of the [Letter of Qualification form \(https://pdl.fdot.gov/api/form/downloadAttachment/10980526\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980526) when responding to the advertisement. The 4/18 version must be used when responding to this ad.

The Standard FDOT [Letter of Qualification form \(https://pdl.fdot.gov/api/form/downloadAttachment/10980526\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980526) completed in its entirety must not exceed the six 8 ½ x 11 pages provided in the form. The content of the Letter cannot go beyond Page 3 of the form. Pages 4, 5, and 6 of the form are reserved for the tables listing prime and subconsultants prequalification by work type. Additional pages must not be added to the form. The Letter of Qualification shall be submitted as a single electronic file not to exceed 1MB in size in Adobe PDF format (unzipped). Format requirement is a font size of 11, with ½ inch margins. Failure to comply with the submittal requirements shall cause the Letter of Qualification to be considered non-responsive.

If the project advertisement states that selection is from [Expanded Letters of Response \(https://pdl.fdot.gov/api/form/downloadAttachment/10980524\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980524), please submit the Expanded Letter of Response Form in lieu of the Letter of Qualification Form. If there are questions regarding submittal, please contact the advertisement contact.

2. Reserved. (Standard note not used).

3. Reserved. (Standard note not used).

4. Selection will be made from the Standard FDOT [Expanded Letters of Response form \(https://pdl.fdot.gov/api/form/downloadAttachment/10980524\)](https://pdl.fdot.gov/api/form/downloadAttachment/10980524). Consultants, be advised that you are responsible for downloading the latest version of the Expanded Letter of Response Form when responding to the advertisement. The 4/18 version must be used when responding to this ad. The Standard FDOT Expanded Letters of Response form completed in its entirety must not exceed the nine 8 ½ x 11 pages provided in the form. The content of the Letter cannot go beyond Page 6 of the form. Pages 7, 8, and 9 of the form are reserved for the tables listing prime and subconsultants by work type. Consultants must not add additional pages to the form. Consultant shall also submit resumes which are restricted to 2 pages each and an organization chart or staffing chart (can be either 8-1/2x11 or 11x17, at the discretion of the Consultant). Construction Training and Qualification Program (CTQP) printouts may also be submitted, if applicable. Staff hours on summary sheet (one sheet showing the hours of prime and all subs) will be submitted where applicable. Examples of acceptable and unacceptable content for organization charts, staffing charts, staff hour estimate charts, and a link to the Construction Training and Qualification Program (CTQP) system can be found at this [submittal examples link \(http://www.fdot.gov/procurement/SubmittalExamples.shtm\)](http://www.fdot.gov/procurement/SubmittalExamples.shtm). Organization, staffing, or staff hour estimate charts containing extra narrative content (not in conformance with examples) will be deemed unacceptable, at the sole discretion of the Procurement Office, and will not be passed on to the Technical Review Committee for review and evaluation with the other submittals. Prime Consultant should submit:

- Professional Services Commitment Form (375-030-83)
- Truth In Negotiation Certification (375-030-30)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (375-030-32)
- Certification for Disclosure of Lobbying (375-030-33)
- Disclosure of Lobbying Activities (375-030-34)
- Vendor Certification Regarding Scrutinized Companies Lists (375-030-60).

All submittals except organization chart, staffing chart, other required forms, and certifications shall adhere to a font size of 11 with 1/2 inch margins. The Expanded Letter of Response file size is not restricted to 1MB, however Consultants are advised that the Expanded Letter of Response Form electronic submittal should not exceed FDOT's internal server file size restriction of 15 MB. Failure to comply with the submittal requirements may cause the Expanded Letter of Response to be considered non-responsive.

5. Reserved. (Standard note not used).

6. Reserved. (Standard note not used).

7. This project has been reserved for competition among only small businesses in accordance with the Department's Business Development Initiative (BDI) Program (<https://www.fdot.gov/equalopportunity/bdi.shtm>). Letter submittals for this project will only be accepted from firms that meet the definition of a small business set forth by section 337.027, Florida Statutes. The prime consultant submitting a Letter must be a qualified professional services firm and meet the small business definition of section 337.027, Florida Statutes at the time of submittal of the Letter and must maintain this status as a small business through contract execution. All subconsultants utilized for the project, including lower-tier and non-professional services firms, must also be a small business pursuant to section 337.027, Florida Statutes at the time of submittal of the Letter and must also maintain this status as a small business through contract execution. Contract execution is contingent upon firms maintaining small business status through contract execution. To ensure regulatory compliance and accountability for the BDI Program, firms agree to furnish any pertinent information requested by the Department to verify the statements in the Small Business Affidavit Certification. The small business status of the prime and subs may be subject to audit of financial documents to confirm small business status prior to BDI contract execution. Small business certification may be rescinded immediately upon the determination that a firm is no longer eligible per the small business definition. Note: Any professional services consultant firm prequalified under Rule 14-75, F.A.C., that is shown as a Small Business on the Professional Services Prequalified Small Business Report (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>) (please check Small Business column) is not required to supply the Small Business Affidavit Certification for Prequalified Professional Services Firms (<https://pdl.fdot.gov/api/form/downloadAttachment/10980219>) Form with the Letter. Any non-professional services subconsultant firm that is shown as a Small Business on the Small Business listing for Construction, Maintenance and Other Contractual Services Firms (<http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?service=default&program=inetprog.db2.sbusfrm.scl>) is not required to supply the Small Business Affidavit Certification for Road and Bridge Construction Firm and All Other Non-Professional Services Firms (<https://pdl.fdot.gov/api/form/downloadAttachment/10980215>) Form with the Letter.

SMALL BUSINESS ELIGIBILITY CRITERIA:

- a. The prime and subconsultants proposed for this project must meet the small business definition set forth by section 337.027, Florida Statutes. They are also required to submit a notarized copy of the Small Business Affidavit Certification Form with the Letter. Professional Services firms who appear on the Department's Small Business listing (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>) (please check Small Business column) are currently certified, and are not required to resubmit the Form. Non-Professional Services firms who appear on the Small Business listing for Construction, Maintenance and Other Contractual Services Firms (<http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?service=default&program=inetprog.db2.sbusfrm.scl>) are currently certified, and are not required to resubmit the Form. Please refer to the advertisement for other submittal requirements
- b. Submitting firms that are small businesses must completely comply with the professional services prequalification process as described in the Florida Administrative Code Chapter 14-75 (https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/procurement/procurement/pdf/rule-14-75af9c1f701bf74823aa3727bf5ae24e24.pdf?sfvrsn=482253f7_0). Small Business listing for Professional Services (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>) - (check Small Business column)

8. Under-Utilization Goal for DBEs and Small Businesses - The goal of the Department's Under-Utilization strategy is to encourage and promote use of Disadvantaged Business Enterprises (DBE) and Small Businesses in areas of work where they have been under-used. Under-Utilization (https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/procurement/pdf/under-utilization_table.pdf?sfvrsn=ebae821e_2) is defined by FDOT as 25% or less utilization level in a Work Group, which may vary by district. The specific Under-Utilized Work Groups are identified in the advertisement. Consultants are strongly encouraged to propose a DBE or Small Business to perform services for each Under-Utilized Work Group identified in the advertisement. DBEs or Small Businesses can be proposed at either the Prime or Sub-level for the Under-Utilized Work Group(s). Use of Under-Utilized DBEs or Small Businesses for Consultant teaming is a shortlist consideration factor for projects referencing this Standard Note. Consultants are requested to indicate your firm's proposed use of DBEs and/or Small Business primes or subconsultants to meet Under-Utilization goals on the table within the Professional Services Letter of Response form (as designated in the advertisement)

by checking the box under the Under-Utilization (UU) column. Failure to list DBEs and/or Small Business prime or subconsultants on the response form shall indicate no proposed utilization. Please refer to the advertisement for other submittal directions. Reports are available at the following locations to validate status of firms as Small Businesses and DBEs:

DBE listing for Professional Services (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>)

Small Business listing for Professional Services' (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>)

Additionally, firms will submit the Professional Services Commitment form (<https://pdl.fdot.gov/api/form/downloadAttachment/10980573>) as required by the advertisement when selecting from Expanded Letters of Response, otherwise it will be required with the Request for Proposal.

9. It is the policy of FDOT to encourage the participation of small businesses and disadvantaged business enterprises ("DBE") in all facets of the business activities of FDOT, consistent with applicable laws and regulations. FDOT has established an aspiration goal of 10.65% DBE usage and an additional 3% non-DBE Small Business usage for the subject Project. Firms proposing for this Project shall aspire to have 10.65% or more of the total contract costs performed by DBEs, and an additional three percent (3%) or more of the total contract costs performed by non-DBE small businesses. Although not a contract requirement, FDOT believes that the aforementioned aspiration goal can realistically be achieved based on current availability of DBEs and small businesses. FDOT further believes that the 13.65% overall goal can be achieved through race neutral means, using standard competitive procurement processes. Pursuant to the provisions of Section 339.0805, Florida Statutes, and Rule 14.78.005, Florida Administrative Code, FDOT has adopted rules to provide certified DBEs opportunities to participate in the business activities of FDOT as vendors, contractors, subcontractors, and consultants. FDOT has adopted the DBE definition set forth in Code 49 of Federal Regulations Section 26.5.

The Department's DBE directory may be found at the following website: Equal Opportunity Office Business Directory (<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>).

Firms agree to apply their best efforts to utilize qualified non-DBE small businesses as vendors, contractors, subcontractors, and consultants for the Project. Qualifications for small businesses may be found at the following website: Equal Opportunity Office Business Directory (<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>)

Firms agree to apply their best efforts to utilize qualified non-DBE small businesses as vendors, contractors, subcontractors, and consultants for the Project. Qualifications for small businesses may be found at the following website: Equal Opportunity Office Size Standards (<https://www.fdot.gov/equalopportunity/sizestandards.shtm>)

Firms will submit the Professional Services Commitment form (<https://pdl.fdot.gov/api/form/downloadAttachment/10980573>) as required by the advertisement when selecting from Expanded Letters of Response, otherwise it will be required with the Request for Proposal.

DBE listing for Professional Services (Check DBE & Small Business column for status): Professional Services Report (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>)

Non-DBE Small Business listing for Professional Services (Check DBE & Small Business column for status): Professional Services Reports (<https://www.fdot.gov/procurement/InternetReports.shtm#qual>)

10. This contract will require field office personnel; therefore all firms performing inspection services must utilize CEI field office rates.

11. When assigned to facilities testing for 6 months or more, the field office rate will be used.

12. For geotechnical and materials testing continuing contracts or district-wide minor professional services contracts, the consultant asphalt plant inspection staff must utilize field office rates.

07/26/2021 04:05 PM

Advertisement

Professional Services Advertisement - 22901

Project Threshold : Project is greater than or equal to \$500,000.00 (Technically Prequalified & Unlimited Audit required)

District : 99

Major Work :

- 9.3— Highway Materials Testing
- 10.3— Construction Materials Inspection

Selection Method : Letter of Response and Abbreviated Technical Proposal

Professional Liability Insurance : \$1,000,000.00

Project Description :

Materials Inspection, Sampling, and Testing

Project Manager : Timothy McCullough

Number of contracts that may be awarded from this advertisement : 3

Contract Amount/Limit : \$15,000,000.00

TRC Members (Subject to Change) :

Chase Knight
Sue Rose
Timothy McCullough

See Standard Notes List :

Type	Note
Standard Note 10	Standard Note 10 - This contract will require field office personnel; therefore all firms performing inspection services must utilize CEI field office rates.
Standard Note 11	Standard Note 11 - When assigned to facilities testing for 6 months or more, the field office rate will be used.

Type	Note
Standard Note 9	<p>Standard Note 9 - It is the policy of FDOT to encourage the participation of small businesses and disadvantaged business enterprises ("DBE") in all facets of the business activities of FDOT, consistent with applicable laws and regulations. FDOT has established an aspiration goal of 10.65% DBE usage and an additional 3% non-DBE Small Business usage for the subject Project. Firms proposing for this Project shall aspire to have 10.65% or more of the total contract costs performed by DBEs, and an additional three percent (3%) or more of the total contract costs performed by non-DBE small businesses. Although not a contract requirement, FDOT believes that the aforementioned aspiration goal can realistically be achieved based on current availability of DBEs and small businesses. FDOT further believes that the 13.65% overall goal can be achieved through race neutral means, using standard competitive procurement processes. Pursuant to the provisions of Section 339.0805, Florida Statutes, and Rule 14.78.005, Florida Administrative Code, FDOT has adopted rules to provide certified DBEs opportunities to participate in the business activities of FDOT as vendors, contractors, subcontractors, and consultants. FDOT has adopted the DBE definition set forth in Code 49 of Federal Regulations Section 26.5. The Department's DBE directory may be found at the following website: https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/. Firms agree to apply their best efforts to utilize qualified non-DBE small businesses as vendors, contractors, subcontractors, and consultants for the Project. Qualifications for small businesses may be found at the following website: https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/ Firms agree to apply their best efforts to utilize qualified non-DBE small businesses as vendors, contractors, subcontractors, and consultants for the Project. Qualifications for small businesses may be found at the following website: https://www.fdot.gov/equalopportunity/sizestandards.shtm Firms will submit the Professional Services Commitment form as required by the advertisement when selecting from Expanded Letters of Response, otherwise it will be required with the Request for Proposal. DBE listing for Professional Services (Check DBE column for status): https://www.fdot.gov/procurement/InternetReports.shtm#qual Non-DBE Small Business listing for Professional Services (Check Small Business column for status): https://www.fdot.gov/procurement/InternetReports.shtm#qual</p>
Standard Note 12	<p>Standard Note 12 - For geotechnical and materials testing continuing contracts or district-wide minor professional services contracts, the consultant asphalt plant inspection staff must utilize field office rates.</p>

Notes :

Type	Note
Advertisement Description	<p>To provide inspection, sampling and testing services as required in connection with construction materials that will be utilized in FDOT construction and maintenance operations at facilities and locations throughout the United States. This contract may also be used for all inspection, sampling, and laboratory testing services that the firm can provide. Inspection services beyond the United States may be required. All services shall conform to the requirements of the contract documents of the Department's construction contracts for which commercial inspection services are assigned and the desires of the Department has made known to the consultant. The Department may during the life of this agreement issue statements which clarify specification requirements. These statements will apply to all specifications which may be pertinent to Consultants' inspection, sampling, and laboratory testing services.</p>
Advertisement Special Notes	<p>This contract has a compressed procurement and negotiation schedule due to the need to meet production schedules. The selected consultant must submit a fee proposal within two weeks of the Final Selection date. Five firms will be shortlisted for three (3) \$15,000,000 contracts that may be awarded.</p>
Advertisement tentative date note	<p><u>Advertisement Tentative Dates</u> Shortlisted Firms will be provided with the RFP. Shortlisted firms must consult the RFP for actual Due Dates and Times. Tentative Forms, Org Chart or Staffing Chart, Resumes Due Date: 9/16/2021 Tentative Technical Proposal Due Date: 9/16/2021</p>

Scope of Services / Attachments :

[22901.pdf](#)**Schedule - The times displayed are automatically adjusted for the time zone of your system :**

Type	Date - Time
Advertisement Date	7/26/2021
Response Deadline Date/Time	8/09/2021 05:00 pm
Longlist Date/Time	8/17/2021 09:30 am
Shortlist Selection Date/Time	8/25/2021 02:30 pm
Phase II Submittal Deadline Date/Time	9/16/2021 05:00 pm
Technical Review Committee Meeting 1 Date/Time	9/22/2021 10:00 am
Final Selection Date/Time	10/05/2021 01:30 pm
Negotiations Period Begin Date	10/19/2021
Negotiations Period Ending Date	11/23/2021

Respond To :

Attn.: Aneisha Whitfield

Submittals must be sent to: co.profserv@dot.state.fl.us

Phone: 850-414-4288

Physical Address:

605 Suwannee Street

Tallahassee , FL 32399-0450

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Or call 1-866-955-4357(HELP)


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**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 14, 2022

SUBJECT: Approval of Contract Award to The Middlesex Corporation for
SR 429 Widening from Tilden Road to Florida's Turnpike
Project No. 429-154, Contract No. 001871

An Invitation to Bid for the above referenced project was advertised on December 5, 2021. Seven (7) responses were received by the February 8, 2022 deadline.

Bid results were as follows:


<u>Bidder</u>	<u>Bid Amount</u>
1. The Middlesex Corporation	\$ 97,659,429.92
2. Superior Construction Co. Southeast LLC	\$106,910,327.50
3. Hubbard Construction Company	\$109,574,866.25
4. Prince Contracting LLC	\$111,439,429.00
5. SEMA Construction, Inc.	\$113,300,000.01
6. Ranger Construction Industries, Inc.	\$117,957,307.18
7. Sacyr Construcccion S.A.	\$119,758,865.00

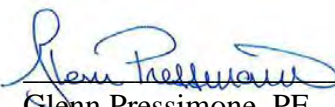
The engineer's estimate for this project is \$103,047,349.69. Included in the Five-Year Work Plan is \$81,088,000.00.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to widen SR 429 from Tilden Road to Florida's Turnpike from four (4) general use lanes to six (6) general use lanes.

Board award of the contract to The Middlesex Corporation in the amount of \$97,659,429.92 is requested.

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

CONTRACT



AND

THE MIDDLESEX CORPORATION

**SR 429 WIDENING FROM TILDEN ROAD TO
FLORIDA'S TURNPIKE**

PROJECT NO. 429-154, CONTRACT NO. 001871

**CONTRACT DATE: MARCH 10, 2022
CONTRACT AMOUNT: \$97,659,429.92**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SR 429 WIDENING FROM TILDEN ROAD TO FLORIDA'S TURNPIKE

PROJECT NO. 429-154, CONTRACT NO. 001871

MARCH 2022

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Plans		

CONTRACT

This Contract No. 001871 (the "Contract"), made this 10th day of March 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and THE MIDDLESEX CORPORATION of One Spectacle Pond Road, Littleton, MA. 01460, 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 Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-154, SR 429 Widening from Tilden Road to Florida's Turnpike, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 840 calendar days. The Contract Amount is \$97,659,429.92. This Contract was awarded by the Governing Board of CFX at its meeting on March 10, 2022.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

_____ Aneth Williams _____
Print Name

DATE: _____

THE MIDDLESEX CORPORATION

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

_____ Diego "Woody" Rodriguez _____
Print Name

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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.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

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

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

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

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

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

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

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

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

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

- 2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.3.11 Cost Savings Initiative Proposal

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

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

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

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

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

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

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

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

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

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

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

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

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

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

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words “NOTICE OF CLAIM” in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor’s written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor’s receipt of CFX’s Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor’s written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional

compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

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

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

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

2.4.5 Compensation for Extra Work or Delay:

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

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

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

- 2.4.6 **Mandatory Claim Records:** After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 **Claims for Acceleration:** CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 **Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 **Non-Recoverable Items:** The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
 - b. Any claim for other than Extra Work or delay;
 - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
 - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
 - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

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

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

2.5 Unforeseeable Work

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

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of “Approved for Construction” documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

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

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

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

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

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

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

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.7 Processing of Shop Drawings:

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

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

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

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

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

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

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

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

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

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

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

3.4 Pre-Award Meeting

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

CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

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

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

3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other

local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with

any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

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

3.10 Audit and Examination of Contract Records and Bid Records

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

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any

manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

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

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

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

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

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

3.11 Escrow of Bid Records

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

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor

requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

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

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

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

3.12 Prevailing Party Attorney's Fees

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

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

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

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

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

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

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

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

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

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

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

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

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

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

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

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

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

4.4 Inspection and Tests at Source of Supply

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

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

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

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

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

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

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

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

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

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

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

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

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

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

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

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

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

5.3 Patented Devices, Materials and Processes

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

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

5.4 Right-of-Way Furnished by CFX

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

5.5 Sanitary Provisions

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

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

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

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

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

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

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

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

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

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

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

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

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

5.9.3 Contractor's Use of Streets and Roads

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

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

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

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

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

- 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

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

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

5.9.6 Utilities

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

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

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

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

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

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

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

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

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

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

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

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

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

5.10 Responsibility for Damages, Claims, etc.

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

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

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

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

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

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the

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

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

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

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

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

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

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

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

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

5.14 Opening Section of Highway to Traffic

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

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

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

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium

chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

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

5.19 Erosion Control

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

5.20 Contractor's Motor Vehicle Registration

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

5.21 Internal Revenue Service Form W-9

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

5.22 Tolls and Access

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

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

5.23 Requests for References or Performance Evaluations

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

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

5.26 Inspector General

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

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

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

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

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

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

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

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

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

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

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

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

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

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

6.2 Work Performed by Equipment Rental Agreement

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

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.
Architectural Treatments.
Sound Walls.
Fiber Optic

Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - FS -Finish to start
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:

1. Pay item number
 2. Pay item description
 3. Quantity of pay item to be applied
 4. Unit measure of pay item
 5. Unit-price of pay item
 6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of “C”)

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in “.xer” format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

Contractor name
The complete CFX Project number
The four character P6 project number
Data Date in format -> “01JAN15”
Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
 2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
 - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
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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; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

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

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

6.7 Contract Time

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

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

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

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

6.7.3 Adjusting Contract Time:

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

consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, 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 50	None
50 to 100	5% of value of Work completed exceeding 50% 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.

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 18, 2022

SUBJECT: Approval of Contract Award to Ranger Construction Industries, Inc. for
SR 528 Widening from Narcoossee Road to SR 417
Project No. 528-160, Contract No. 001883

An Invitation to Bid for the above referenced project was advertised on January 16, 2022. Four (4) responses were received by the February 17, 2022 deadline.

Bid results were as follows:

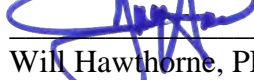
<u>Bidder</u>	<u>Bid Amount</u>
1. Ranger Construction Industries, Inc.	\$15,844,749.27
2. SEMA Construction, Inc.	\$17,195,000.00
3. Hubbard Construction Company	\$17,289,885.23
4. Sacyr Construcccion S.A.	\$18,610,066.00

The engineer's estimate for this project is \$15,098,022.40. Included in the Five-Year Work Plan is \$12,000,000.00.

The work to be performed includes providing all labor, materials, equipment and incidentals necessary to widen SR 528 from Narcoossee Road to SR 417.

Board award of the contract to Ranger Construction Industries, Inc. in the amount of \$15,844,749.27 is requested.

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

CONTRACT



AND

RANGER CONSTRUCTION INDUSTRIES, INC.

SR 528 WIDENING FROM
NARCOOSSEE ROAD TO SR 417

PROJECT NO. 528-160, CONTRACT NO. 001883

CONTRACT DATE: MARCH 10, 2022
CONTRACT AMOUNT: \$15,844,749.27

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

PROJECT NO. 528-160, CONTRACT NO. 001883

MARCH 2022

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Plans		

CONTRACT

This Contract No. 001883 (the "Contract"), made this 10th day of March 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and RANGER CONSTRUCTION INDUSTRIES, INC., of 1200 Elboc Way, Winter Garden, FL. 34787, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment 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. 528-160, SR 528 Widening from Narcoossee Road to SR 417, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 365 calendar days. The Contract Amount is \$15,844,749.27. This Contract was awarded by the Governing Board of CFX at its meeting on March 10, 2022.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

RANGER CONSTRUCTION INDUSTRIES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

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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.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

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

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

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

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

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

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

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

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

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

- 2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.3.11 Cost Savings Initiative Proposal

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

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

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

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

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

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

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

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

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

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

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

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

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

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

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words “NOTICE OF CLAIM” in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor’s written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor’s receipt of CFX’s Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor’s written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional

compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

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

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

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

2.4.5 Compensation for Extra Work or Delay:

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

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

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

- 2.4.6 **Mandatory Claim Records:** After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 **Claims for Acceleration:** CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 **Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 **Non-Recoverable Items:** The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
 - b. Any claim for other than Extra Work or delay;
 - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
 - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
 - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

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

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

2.5 Unforeseeable Work

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

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of “Approved for Construction” documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

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

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

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

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

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

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

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.7 Processing of Shop Drawings:

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

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

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

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

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

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

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

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

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

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

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

3.4 Pre-Award Meeting

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

CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

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

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

3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other

local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with

any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

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

3.10 Audit and Examination of Contract Records and Bid Records

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

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any

manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

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

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

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

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

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

3.11 Escrow of Bid Records

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

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor

requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

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

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

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

3.12 Prevailing Party Attorney's Fees

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

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

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

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

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

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

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

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

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

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

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

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

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

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

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

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

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

4.4 Inspection and Tests at Source of Supply

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

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

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

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

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

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

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

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

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

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

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

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

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

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

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

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

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

5.3 Patented Devices, Materials and Processes

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

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

5.4 Right-of-Way Furnished by CFX

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

5.5 Sanitary Provisions

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

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

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

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

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

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

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

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

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

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

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

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

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

5.9.3 Contractor's Use of Streets and Roads

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

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

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

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

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

- 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

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

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

5.9.6 Utilities

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

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

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

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

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

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

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

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

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

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

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

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

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

5.10 Responsibility for Damages, Claims, etc.

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

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

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

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

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

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the

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

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

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

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

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

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

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

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

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

5.14 Opening Section of Highway to Traffic

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

5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

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

5.17 Regulations of Air Pollution

5.17.1 **General:** All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 **Dust Control:** The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium

chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

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

5.19 Erosion Control

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

5.20 Contractor's Motor Vehicle Registration

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

5.21 Internal Revenue Service Form W-9

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

5.22 Tolls and Access

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

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

5.23 Requests for References or Performance Evaluations

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

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

5.26 Inspector General

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

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

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

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

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

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

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

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

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

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

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

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

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

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

6.2 Work Performed by Equipment Rental Agreement

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

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: “0303-25AUG15”, where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor’s responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor’s general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.
Architectural Treatments.
Sound Walls.
Fiber Optic

Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - FS -Finish to start
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:

1. Pay item number
 2. Pay item description
 3. Quantity of pay item to be applied
 4. Unit measure of pay item
 5. Unit-price of pay item
 6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of “C”)

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in “.xer” format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

Contractor name
 The complete CFX Project number
 The four character P6 project number
 Data Date in format -> “01JAN15”
 Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
 2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
 - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
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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; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

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

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

6.7 Contract Time

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

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

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

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

6.7.3 Adjusting Contract Time:

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

consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, 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 50	None
50 to 100	5% of value of Work completed exceeding 50% 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.

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 16, 2022

SUBJECT: Approval of Supplemental Agreement No. 2A with DRMP, Inc.
for Design Consultant Services for SR 408 Widening – SR 417 to Alafaya
Trail – Post Design Services
Project No. 408-128, Contract No. 001066

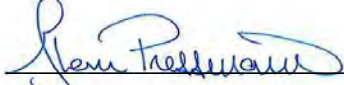
Board approval of Supplemental Agreement No. 2A with DRMP, Inc. for a not-to-exceed amount of \$41,000.34 is requested. The original contract was for five years with five one-year renewals.

The work to be performed is post design services.

Original Contract	\$4,650,000.00
Amendment No. 1	\$ 0.00
Supplemental Agreement No. 1	\$ 242,209.24
Supplemental Agreement No. 2	\$ 757,745.94
Supplemental Agreement No. 3	\$ 34,111.44
Supplemental Agreement No. 2A	\$ 41,000.34
Total	\$5,725,066.96

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 2A
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 408-128)
SR 408 Widening from SR 417 to Alafaya Trail

THIS SUPPLEMENTAL AGREEMENT NO. 2A TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of DRMP, INC., a Florida corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated August 13, 2015, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated February 9, 2017, and that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated September 1, 2017 (collectively, the “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 408-128, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 2 dated July 25, 2017 (“SA 2”) to provide the post design services more specifically outlined in SA 2 (“Post Design Services”) after completion of the services outlined in the Agreement for Project 408-128; 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; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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 additional post design services required as outlined in the correspondence to CFX dated November 2, 2021, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Post Design Services”). Section 4.24 of Exhibit “A” of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional 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 Additional Post Design Services as outlined in this

Supplemental Agreement. Compensation for Additional 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 Additional 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 increased by \$41,000.34 to a total of \$798,746.28.

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.

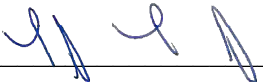
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Aneth Williams, Director of Procurement


DRMP, INC.

By:  _____

Print Name: TJ Lallathin, PE

Title: Vice President

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

Laura N. Kelly, Associate
By: General Counsel  Digitally signed by Laura N. Kelly,
Associate General Counsel
Date: 2022.02.07 12:31:24 -05'00'

Diego "Woody" Rodriguez

General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 408-128A)
SR 408 Widening from SR 417 to Alafaya Trail

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this 8th day of February, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of DRMP, INC., a Florida corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated August 13, 2015, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated February 9, 2017, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated September 1, 2017 (collectively, the “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 408-128A, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 2 dated July 25, 2017 (“SA 2”) to provide the post design services more specifically outlined in SA 2 (“Post Design Services”) after completion of the services outlined in the Agreement for Project 408-128; 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; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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 additional post design services required as outlined in the correspondence to CFX dated November 2, 2021, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Post Design Services”). Section 4.24 of Exhibit “A” of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional 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 Additional Post Design Services as outlined in this

Supplemental Agreement. Compensation for Additional 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 Additional 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 increased by \$34,111.44 to a total of \$791,857.38.

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.

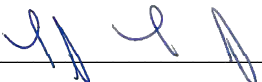
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2022.02.10 15:48:42 -05'00'

Aneth Williams, Director of Procurement

DRMP, INC.

By: 

Print Name: TJ Lallathin, PE

Title: Vice President

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

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly,
Associate General Counsel
Date: 2022.02.10 14:17:17 -05'00'

Diego "Woody" Rodriguez

General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 408-128)

S.R. 408 Widening from S.R. 417 to Alafaya Trail

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 1st day of September, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of August 2015 provides that after completion of the services outlined in Exhibit "A" for Project Number 408-128 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated July 25, 2017 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated July 25, 2017. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$757,745.94.

3. Section 4.24 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

Witness: *Beda Samante*
Assistant Secretary

By: *[Signature]*
Director of Procurement

REVIEWED AND APPROVED
BY LEGAL *Linda S. [Signature]*

DRMP, INC.

Witness: *Patricia Windoff*
Print Name: PATRICIA WINDOFF
Title: CORP. EXEC. ASST.

By: *[Signature]*
Print Name: Jon S. Meadows
Title: Vice President

Exhibit "A"

Project 408-128 S.R. 408 Widening from S.R. 417 to Alafaya Trail Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

The Consultant's 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 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, the Authority, and the Authority'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 the Authority'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 the Authority and their Construction Manager within five business days of the trip.

F. Shop Drawing Reviews

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 the Authority. The Consultant will also attend progress / coordination meetings as requested by the Authority 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 the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

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

M. Record Drawings

Based on information provided by the Contractor, the Contractor's surveyor and the Authority'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.

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 408 Widening from S.R. 417 to Alafaya Trail

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 9th day of FEBRUARY, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of August 2015, 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 December 6, 2016 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 \$288,163.68 to \$2,598,808.23.
 - b. The Design Survey - Office (Prime) is adjusted upward by \$9,816.78 to \$92,041.44.
 - c. The Design Survey - Field (Prime) is adjusted upward by \$30,569.29 to 249,381.05.
 - d. The Direct Expenses (Lump Sum) remain unchanged at \$58,497.65.
 - e. The Subcontract Items are adjusted upward by \$20,000.00 to \$1,893,480.87.

•EPG	\$20,000.00
------	-------------
 - f. The Allowance is adjusted downward by \$106,340.51 to \$0.00.

The total Maximum Limiting Amount is adjusted upward by \$242,209.24 to \$4,892,209.24.


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.

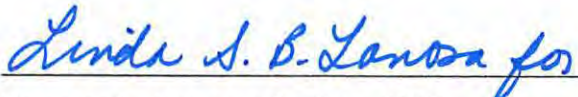
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Director of Procurement
Approved by CFX Board on 2/9/17

Attest: 
Title: Vice President

DRMP, INC.
By: 
Title: Vice President

Approved as to form and execution, only.


General Counsel for CFX

R:\Departments\Engineering\General\408-128\Supplemental Agreements\DRMP-408-128 -SA1.docx

DRMP, INC.



Principals

Wayne D. Chalfoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

December 6, 2016

DRMP Job # 14-0374.000

Glenn Pressimone, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Subject: SR 408 Widening Contract 408-128 – Supplemental Agreement No. 1

Dear Mr. Pressimone:

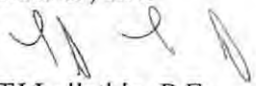
I have attached the SR 408 Widening Project Contract 408-128 Supplemental No. 1 scope and fee for your review. The Supplemental is for the additional work effort at the direction of CFX for additional noise walls, pier protection barriers, additional pond design, closed bridge median details, extended lighting limits, modified wall layout and ITS modifications. The added work includes engineering and plans for roadway, drainage, structures, lighting, ITS, field survey and SUE.

The attached scope includes all of the out of scope work, but the hours that are provided in the man hour forms account for efficiencies during design as modifications were being made throughout the project.

The supplemental includes a credit for a portion of the SR 408 over Alafaya Trail bridge. This credit is a result from the modification of the bridge from being a steel plate girder, as originally negotiated, to a Florida U-Beam (FUB) which was selected as the preferred alternative during the Bridge Concept Report. The supplemental also includes a credit since a box truss structure was not required for DMS signs. The credits are included as negative values in the man hour sheets.

Please contact me if you have any questions. My cell number is 407-923-8585.

Sincerely,
DRMP, Inc.



TJ Lallathin, P.E.
Senior Project Manager

CC: Joseph Berenis, P.E. (CFX)
Jon Meadows, P.E. (DRMP, Inc.)

Enclosures

\\ORL_CLUSTER01\Projects\Projects14\14-0374.000_CFX-SR408-128-SR408_(SR417-Alafaya_Tr)\01_Admin\01-03-Supplemental-Agreement\SA#1\12-6-16_SAI_Letter_Pressimone.docx

941 Lake Baldwin Lane
Orlando, Florida 32814
Phone: 407.896.0594
Fax: 407.896.4836

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

SR 408 WIDENING FROM SR 417 TO ALAFAYA TRAIL PROJECT № 408-128

Scope of Services Summary – Supplemental No. 1

Project Description:

Supplemental Agreement No. 1 is based on additions to the existing Scope of Services at the direction of Central Florida Expressway Authority. The changes include pier protection for piers and walls within the clear zone, noise walls based on the noise analysis, additional pond design, new closed bridge median details, bridge drainage over the Little Econlockhatchee River, extended lighting limits and ITS modifications.

Tasks 4, 5, 6 and 7

Roadway Design (DRMP)

- Addition of noise walls and configuration adjustments
 - Plan view: wall locations, guardrail & shoulder gutter adjustments
 - Cross sections: walls locations, earthwork adjustments
 - Quantity Summaries: guardrail, miscellaneous asphalt, shoulder gutter adjustments
- Pier protection (Dean Road and Woodbury Road—Median Pier and End Walls)
 - Summary of Quantity Sheets
- Addition of NB turn lane on Rouse Road

Roadway Design (RS&H)

- N/A

Traffic Control Plans (WBQ)

- N/A

Drainage Design (DRMP)

- Hydroplaning calculations analysis and memo
- Temporary spread calculations
- Additional pond design
- Addition of noise walls affecting drainage patterns
- Median grading for pier protection at Woodbury Road
- Additional inlets: Walls, pier protection
- Little Econlockhatchee bridge gore special drainage design (trench)

Utilities (WBQ)

- N/A

Tasks 8

Environmental (DRMP)

- Increase in Dredge and Fill Sketches to accommodate 7 wetland impacts and 34 OSW impacts (2 location included in original scope)
- Wood stork foraging habitat calculations

Tasks 9, 17 and 18

Structures Design (DRMP)

- Closed median detail for the bridges over Little Econlockhatchee River and Alafaya Trail
- Additional noise walls
- Additional retaining walls
- Modification of walls near Kehoe to improve landscaping and maintenance
- Little Econlockhatchee bridge gore drainage details
- Credit for Alafaya Trail bridge, originally steel girder now Florida U-Beam's
- ITS line supported on bridges
- Temporary deck drainage on Alafaya to meet spread requirements
- Credit for Elimination of Box Truss

Structures Design (RS&H)

- N/A

Structures Design (AVCON)

- N/A

Tasks 19-24

Signing & Pavement Marking (RS&H)

- N/A

Signalization Design (DRMP)

- N/A

Lighting Design (DRMP/EPG)

- Extended lighting limits to Challenger Parkway (2.3 miles)

Tasks 27-29

Survey/SUE (DRMP)

- Addition of noise walls (NW-01, NW-03/08 – Adjacent to pond areas)
- SUE for ITS conflicts – Drainage/Noise walls
- Pier protection
- Signing revisions
- Extended lighting limits – Data for poles with GPS, Load centers, power designates
 - Also extended limits on side roads since lights are replaced with LED
- Additional pond (NW quad at Dean Road)

Survey (WBQ)

- N/A

Task 31

Toll Plaza Design (RS&H)

- N/A

Tasks 33 and 34

ITS Design (DRMP/EPG)

- Addition of Wrong Way Detection (WWD) to new Rouse Road interchange and Alafaya Trail

- Shift of the newly installed Mainline 2-line Toll DMS signs
- 2.5-miles of ITS Backbone/Feeder Fiber and conduit replacement on the south and north sides of SR 408 from Rouse Road to Woodbury.
- Addition of wall and drainage impacts to backbone/feeder requiring Temporary Design and MOC Plans.

Task 35

Geotechnical Investigation (Antillian)

- N/A

Geotechnical Investigation (Ardaman)

- N/A

2017 AUG 31 PM 3:17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDMENT NO. 1
To
CONTRACT NO. 001066

This Amendment No. 1 to Contract No. 001066 ("Agreement") entered into this 1 day of September, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida ("CFX") and DRMP, INC. ("CONSULTANT") for design services pertaining to CFX Project No. 408-128.

WITNESSETH:

WHEREAS, ("CFX") and ("CONSULTANT") desire to amend the ("Agreement") to incorporate the following five (5) provisions.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ("CFX") and ("CONSULTANT") hereby amend the ("Agreement") with addenda as follows:

A. The following five (5) provisions are added to the end of the ("Agreement"):

24.0 PUBLIC RECORDS

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 Sections 8.0, Document Ownership and Records, and 24.0, Public 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.

25.0 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.

26.0 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.

27.0 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.”

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.

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

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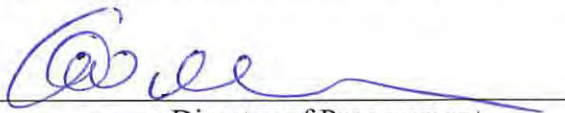
AMENDMENT NO. 1

Contract Name: S.R. 408 Widening from S.R. 417 to Alafaya Trail

Contract No.: 001066 Project No.: 408-128

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

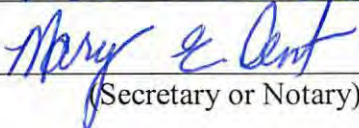
By: 
Director of Procurement

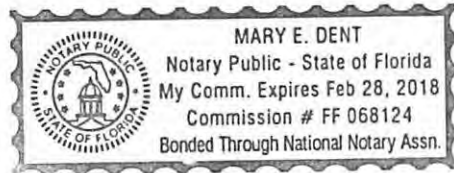
DRMP, INC.

By: 


Print Name: Jon S. Meadows

Title: Vice President

Attest:  (Seal)
(Secretary or Notary)



Approved as to form and execution, only.


General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
DRMP, INC.**

S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL

CONTRACT NO. 001066

**CONTRACT DATE: AUGUST 13, 2015
CONTRACT AMOUNT: \$4,650,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL

CONTRACT NO. 001066

AUGUST 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
Walter A. Ketcham Jr., Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

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<u>Section</u>	<u>Title</u>
AG	Agreement
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C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule

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

THIS AGREEMENT, made and entered into this 13th day of August, 2015, 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 DRMP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 941 Lake Baldwin Lane, Orlando, Florida 32814.

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 furnish certain services in connection with the design of the S.R. 408 widening from S.R. 417 to Alafaya Trail identified as Contract No. 001066.

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 RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion.

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

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to 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.

In the event there are delays on the part of the AUTHORITY 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, the AUTHORITY 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 the AUTHORITY 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. The AUTHORITY 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 the AUTHORITY 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 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 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 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.

RS&H, Inc.	WBQ Design and Engineering, Inc.
AVCON, Inc.	Antillian Engineering Associates, Inc. (Class 2)
Ardaman & Associates, Inc. (Class 2)	EPG Engineering (Class 2)
Aerial Cartographic of America, 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 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 includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by the AUTHORITY'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 the AUTHORITY'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 the AUTHORITY, 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 the AUTHORITY of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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, in the amount of \$4,650,000.00. 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.

The CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished 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 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 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

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 the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 941 Lake Baldwin Lane, Orlando, Florida 32814.

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 grounds 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", Details of Costs and Fees, supporting the

compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where 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 on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, 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

engineering 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 tracings, plans, specifications, maps, and data 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 11.0 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. 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 and hold harmless the AUTHORITY 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 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 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 working days.

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

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY'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 the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. 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 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. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

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 Affairs 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. 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 Affairs and Communication 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, 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 participated in the oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

This Agreement 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.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Schedule

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 August 13, 2015.

DRMP, INC.

BY: *Wayne Chalifoux*
Authorized Signature

Print Name: Wayne Chalifoux, P.E.

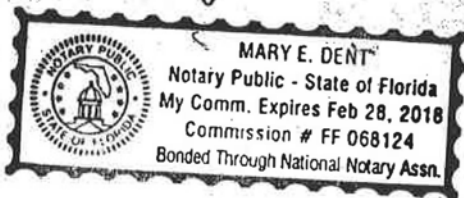
Title: President

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: *Claude Miller*
Director of Procurement

Print Name: Claude Miller

ATTEST: *Mary E Dent* (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph Thaxton

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 408 WIDENING,
S.R. 417 TO ALAFAYA TRAIL**

PROJECT NO. 408-128

IN ORANGE COUNTY, FLORIDA

JULY, 2015

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 to be provided for the project shall include final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 408 between S.R. 417 and east of Alafaya Trail. Specifically, the project will include median widening of S.R. 408 from four (4) general use lanes to six (6) general use lanes from west of the Little Econlockhatchee River Bridge to east of Alafaya Trail; a two (2) lane exit from 408 eastbound to Alafaya Trail; a two (2) lane entrance from Alafaya Trail to 408 westbound; a two (2) lane exit from 408 westbound to Rouse Road; milling and resurfacing of the existing S.R. 408 within the project limits; median widening of the twin bridges over Little Econlockhatchee River, Rouse Road and Kehoe Boulevard; outside widening of the twin bridges over Kehoe Boulevard; bridge replacement over Alafaya Trail. The project includes demolition of the existing ramp toll plaza from westbound SR 408 to Rouse Road and its replacement at the new exit ramp location.

Additional elements include: surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, fiber optic network, walls, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

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. 408 Widening from S.R. 417 to Alafaya Trail.
- B. The Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and assist in the preparation of an environmental resource application including storm water management calculation, final lighting plans, final traffic control plans, final utility, final fiber optic network plans and final signing and pavement marking plans.
- C. The Authority'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. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority 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 15 months from notice to proceed, including all reviews.
- 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, the Authority's Design Practices and Standard Notes and the Authority'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, 2015 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), 2004 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.
 7. The CFX ITS Design Standard Details for Design, Construction, Maintenance and Utility Operations on the State Highway System, July 2014, shall be used for this project.
- B. The toll plazas shall be designed in conformance with the latest edition of the National Electrical Code, the latest edition of the Standard Building Code, the latest editions of the ANSI National Electrical Safety Code and NFPA Life Safety Code and all applicable local codes.

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 the Authority during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2037
- C. Design vehicle – WB-62FL

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
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) 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 FDOT

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Right Left	<u>6-Lane</u> 12 (10 paved) 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u> Right Left	<u>4-Lane</u> 10 6	<u>Single-Lane</u> 6 6	
Right Left	<u>6-Lane</u> 10 10	<u>Dual Lane</u> 10 6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	5%	5%	5%
4. 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'
<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 the Authority.

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 to be provided for the project shall include final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 408 between S.R. 417 and east of Alafaya Trail. Specifically, the project will include median widening of S.R. 408 from four (4) general use lanes to six (6) general use lanes from west of the Little Econlockhatchee River Bridge to east of Alafaya Trail; a two (2) lane exit from 408 eastbound to Alafaya Trail; a two (2) lane entrance from Alafaya Trail to 408 westbound; a two (2) lane exit from 408 westbound to Rouse Road; milling and resurfacing of the existing S.R. 408 within the project limits; median widening of the twin bridges over Little Econlockhatchee River, Rouse Road and Kehoe Boulevard; outside widening of the twin bridges over Kehoe Boulevard; bridge replacement over Alafaya Trail. The project includes demolition of the existing ramp toll plaza from westbound SR 408 to Rouse Road and its replacement at the new exit ramp location.

Additional elements include: surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, fiber optic network, walls, geotechnical analysis, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design project.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT and SJRWMD.

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 the Authority a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by the Authority'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 the Authority 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 the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

For specific scope items, units, and limits, please refer to the Survey section of the scope summary document.

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 Authority'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'. Pavement Survey will be performed by Mobile LiDAR. DRMP will extract topographic data collected from LiDAR and merge and combine Lidar, and ground surveys performed by DRMP and WBQ as survey subconsultant into single DTM and topographic survey base files.
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

Mark underground utilities (Designates) by flags or paint and survey locations to include in survey base files. 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

4.05 Geotechnical Investigation

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

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 the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, , LBR testing (widening limits only), 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, , 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 provision of recommended design soil parameters

for 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 the Authority'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 the Authority for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant may consider applicability of 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 the Authority.
- B. If required, 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 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.

4.08 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 the Authority 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 the Authority, its Chairman or staff.
- B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at two meetings with adjacent property owners.

4.10 Environmental Permits

- A. The Authority'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 the Authority. (The Authority 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 the Authority 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 the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority 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 the Authority's Project Manager. After approval of the agreement by the utility and Authority, 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.

C. Utility Service to Toll Plazas

1. The Consultant shall identify utility service points to for service connections to the toll plazas. At a minimum electrical, telephone and FON connections are required at the plazas. The Consultant shall determine the feasibility of connections to municipal water and sewer services. Water and sewer service is required at the mainline plaza either by connecting to municipal service or provide well and septic system.

2. Coordinate with the respective utilities to provide the required connections.
3. All required utilities shall be shown on the plans along with any required construction details.
4. The Consultant shall prepare any required permits for construction or installation of utilities (and or well and septic system) along with supporting documentation for submittal to the appropriate agency.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections will be prepared as part of the Preliminary Design Report and submitted to the Authority 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
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.
- 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 (N/A)
 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.

4.14 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 3.01.
 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 the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.
 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

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority 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. The Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by the Authority.
- 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 the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 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. The Authority will provide conceptual signing plans for the project.
- C. The Authority 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).
- F. For the purposes of this proposal, twelve (12) new cantilever and two (2) overhead truss signs are assumed to be required for the improvements. Also, fourteen (14) existing overhead sign structures along the project will be affected by the improvements will be analyzed for sign panel modifications or replacements and are assumed to meet current wind load criteria. Should these analyzed structures be determined to not meet current criteria and are required to be replaced, a supplemental agreement will be completed to incorporate their replacements in to the project.

4.18 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.

4.19 Right-of-Way Surveys

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

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to the Authority 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 the Authority'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 replacement of all existing fiber optic drop ductbanks, cables 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. Existing fiber optic backbone/ feeder system shall remain and be protected in-place with Black Steel Pipe as required.

This scope has assumed that 4.3 miles of ITS replacement/upgrades will be required.

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 the Authority'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 routing summaries, fiber cable allocation charts, and splice details and tables

- n. Controller cabinet, CCTV pole, and foundation details
 - 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.
 - p. Grounding
 - q. Table of quantities
 - r. Special notes
 - s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - u. Replacement or upgrades of existing CCTV sites are anticipated under this contract as well as new CCTV sites anticipated as part of the proposed improvements.
 - v. 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.
 - w. Relocation or replacement of existing DMS sites are anticipated under this contract as part of the proposed improvements.
 - x. 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 Authority ITS equipment standards.
 - y. Proposed Wrong-Way Driving RRFB for Dean Road interchange off-ramps from SR 408.
 - z. Proposed ADMS for northbound and southbound arterials at the interchanges of Dean, Rouse and Alafaya.
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 Authority projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in the Authority 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 the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

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 Authority specifications and Technical Special Provisions will be provided to the Consultant.

4.23 Toll Plazas

- A. This proposal includes the replacement of the existing WB SR 408 exit ramp toll plaza to Rouse Road to a new location on the east side of Rouse Road over the new off-ramp alignment, including any associated equipment and gantry systems.

4.24 Post-Design Services

- A. Services shall begin after authorization by the Authority. 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, the Authority, and the Authority's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority'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 the Authority. 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 the Authority 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 the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority'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 the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by the Authority, 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. The Authority 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 THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

- A. The Authority 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 the Authority 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 Authority construction projects.

5.02 Traffic Data

- A. The Authority 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 THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

- A. The Authority 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 the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

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

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

- A. The Authority will provide a conceptual major guide signing plan.
- B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

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

7.02 Authority's Project Manager

The Authority'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 the Authority 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 Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority 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 the Authority.
 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 the Authority'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 the Authority'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 the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority'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 the Authority'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 the Authority.

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 the Authority 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 the Authority 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 the Authority.

7.10 Site Visit

- A. If required, 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. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority 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 the Authority. 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 the Authority.

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 the Authority 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 the Authority.
- C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority 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.
16. Cut sheets for equipment and fixtures (required with 60% submittal)
17. Mechanical design calculations.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process
- B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)
 2. 30% Roadway and Schematic Toll Plaza Plans (6 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and Toll Plaza Plans and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans (required only on Category 2 bridges).
 6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and Toll Plaza plans and specifications (6 and 6 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Toll Plaza and Bridge Plans and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))

9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .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 the Authority will not be made until approved by the Authority.
 - E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.
 - 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 the Authority 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 Authority 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
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2022

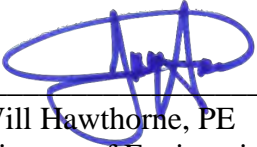
SUBJECT: Approval of First Contract Renewal with Reynolds, Smith & Hills, Inc.
for Concept, Feasibility and Mobility Study for the Southport Connector
Expressway
Project No. 599-223, Contract No. 001250

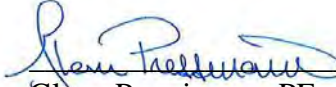
Board approval is requested for the first renewal of the referenced contract with Reynolds, Smith & Hills, Inc. in the amount of \$0.00 for one year beginning April 11, 2022 and ending April 10, 2023. The original contract was five years with two one-year renewals.

The service to be performed includes conducting a Concept, Feasibility and Mobility Study.

Original Contract	\$1,156,000.00
Supplemental Agreement No. 1	\$1,167,571.27
Supplemental Agreement No. 2	\$ 138,051.04
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 4	\$ 49,938.51
First Renewal	\$ 0.00
Total	\$2,511,560.82

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001250**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of March 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and RS&H, Inc., registered and authorized to do business in the State of Florida, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated March 9, 2017, (collectively, the “Original Agreement”), with a Notice to Proceed date of April 11, 2017, whereby CFX retained the Consultant to perform concept, feasibility and mobility study; and

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on April 11, 2022 and end on April 10, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

RS&H, 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 _____, 2022 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES CONCEPT, FEASIBILITY, AND MOBILITY STUDY (“Supplemental Agreement”) is made and entered into this 23rd day of November, 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 between CFX and the CONSULTANT, dated March 9, 2017, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 5, 2018, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 28, 2019, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated April 4, 2020 (collectively, “Agreement”); and

WHEREAS, 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 promised 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 11, 2020 letter to CFX, which is attached hereto as 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 \$49,938.51 to \$1,945,306.00
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$33,794.23.
 - c. The Subcontract Items remain unchanged at \$532,460.59.
 - d. The Allowance remains unchanged at \$0.00.
 - e. The total Maximum Limiting Amount is adjusted upward by \$49,938.51 to \$2,511,560.82.
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: 2020.11.23 17:56:26 -05'00'

Aneth Williams, Director of Procurement

RS&H, INC.

By:  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: 2020.11.05 08:29:51-05'00'

Print Name: Edward J. Gonzalez PE

Title: Vice President

Approved as to form and execution, only.

Woody Rodriguez Digitally signed by Woody
Rodriguez, General Counsel
General Counsel Date: 2020.11.23 08:54:22 -05'00'

General Counsel for CFX



MEMORANDUM

Date: October 19, 2020
To: Will Hawthorne, PE - CFX Director of Engineering
From: Jonathan Williamson, AICP - Dewberry Project Manager *JW*
Subject: Project Development & Environment Study Re-Evaluation - Contract 001250
Osceola Parkway Extension
CFX Project No. 599-223A
RS&H Supplemental Agreement No. 4 - Additional Services

Comments:

I have reviewed the Supplemental Agreement No. 4 – Additional Services request submitted by RS&H on September 11, 2020 (and revised on October 19, 2020) for the Project Development & Environment Study Re-Evaluation of the Osceola Parkway Extension. This requested Supplemental Agreement No. 4 is to provide professional services for additional graphics and calculations, and additional coordination meetings with various stakeholders.

The Supplemental Agreement fee request is attached, and costs are detailed below:

\$	49,938.51	in Prime Cost
\$	0	<u>in Subconsultant Cost</u>
\$	49,938.51	Total

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement No. 4 in the amount of \$49,938.51.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at jwilliamson@dewberry.com.

cc:

Keith Jackson, PE Dewberry Program Manager
File



September 11, 2020

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

RE: Project # 599-223A Osceola Parkway Extension from SR 417 to Sunbridge Parkway
Project Environmental Impact Report Re-evaluation
Contract No. 001250 – SA #4 Continuation of Project Services

Dear Mr. Hawthorne:

Since the completion of the Re-evaluation of the original Project Environmental Impact Report (PEIR) RS&H, Inc. has continued to support the Central Florida Expressway Authority (CFX) with technical information and graphics for stakeholder, local government, and state agency meetings. Recent conversations with CFX staff indicate that similar services will be required for the further development of project related activities and state requirements.

The extent of these services could not be predicted at the beginning of the project and were not included in previous agreements. As such, RS&H has prepared for your consideration an estimate of staff hours and fee increase to continue to support CFX for the additional meetings and technical information necessary to address stakeholder interests and government requirements.

We look forward to continuing working with you and the staff at CFX. If you have any questions or comments do not hesitate to call me.

Respectfully yours,

Daniel Kristoff, Jr., P.E.
Senior Project Manager

cc: Jonathan Williamson, AICP – Dewberry Engineers, Inc.

PROJECT DEVELOPMENT ENVIRONMENT
Project Data

Activity	Task	Revision Descriptions		
		PD&E Scope of Services	Staff Hour Estimation Forms	Staff Hour Guidelines
File Version Number: v.2018.01 Revision Date: 04/03/2018				
File Name	--	--		--
Updates worksheet	--	--		--
Project Description & Objectives	2	--	Updated the task names to match scope of services. Verified and updated tasks that require QA/QC. Form updated to include the meeting summary table	Verified and update task that require QA/QC. Meetings for specific tasks are now consolidated under task 2.2.6. Removed preparation and execution of sub-agreement as a it is an overhead activity
Public Involvement	3	--	Updated the task names to match scope of services. Verified and updated tasks that require QA/QC	Verified and update task that require QA/QC. Added tasks to match the Scope of Services
Engineering Analysis & Reports	4	--	Updated the task names to match scope of services. Verified and updated tasks that require QA/QC	Verified and update task that require QA/QC. Included hours to estimate Context Classification in 4.10.1
Environmental Analysis & Reports	5	--	Updated the task names to match scope of services. Verified and updated tasks that require QA/QC	--
Environmental Document	6	--		--
Design Services	8	--	Item 8 has been added to reflect the revised staff hours estimate guideline and scope of services template	--
Project Data	--	--		--

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 4th day of April, 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. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, 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 8, 2019 correspondence 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 \$52,684.78 to \$1,895,367.49.
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$33,794.23.
 - c. The Subcontract Items are adjusted downward by \$52,684.78 to \$532,460.59.
 - Myra Planning & Design (\$3,360.00)
 - Parsons Brinkerhoff (\$7,046.49)
 - Southeastern Archaeological Research (\$22,711.53)
 - GEC (\$19,566.76)
 - d. The Allowance remains unchanged at \$0.00.
 - e. The total Maximum Limiting Amount remains unchanged at \$2,461,622.31.
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 Agreement for


Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.04.30 17:23:51 -04'00'
Director of Procurement

RS&H, INC.


By: _____
Title: Vice President

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: 2020.04.09 12:29:48-04'00'

Approved as to form and execution, only.


**Diego "Woody"
Rodriguez** Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.04.30 14:23:18 -04'00'

General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/OCX Corridor Studies/RS&H 001250/Supplemental Agreements/SA 3 fund trasfer/Final/RS&H 599-223 - SA3.doc>



MEMORANDUM

Date: March 18, 2020
To: Glenn Pressimone, PE CFX Chief of Infrastructure
From: Jonathan Williamson, AICP Dewberry Project Manager 
Subject: Project Development & Environment Study Re-Evaluation - Contract 001250
Osceola Parkway Extension
CFX Project No. 599-223A
RS&H Supplemental Agreement No. 3 Fee Reallocation

Comments:

I have reviewed Supplemental Agreement No. 3 Fee Reallocation request submitted by RS&H provided via email on March 18, 2020 for the Project Development & Environment Study Re-Evaluation of the Osceola Parkway Extension. This requested fee reallocation is to provide professional services for additional progress meetings, additional graphics and calculations, and additional coordination meetings with various stakeholders.

The fee reallocation request is attached and costs are detailed below:

\$	- 52,684.78	in Subconsultant Cost from Subconsultant (labor and LA expenses)
\$	<u>+52,684.78</u>	<u>Total Requested to Prime (labor)</u>
\$	0.00	Total S.A. # 3

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this transfer in the amount of \$52,684.78, from Subconsultants to Prime.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at jwilliamson@dewberry.com.

CC:

Keith Jackson, PE Dewberry Program Manager
File



March 18, 2020

Mr. Glenn M. Pressimone, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Project # 599-223A Osceola Parkway Extension from SR 417 to Sunbridge Parkway
Project Environmental Impact Report Re-evaluation
Contract No. 001250 – SA #3 Fee Reallocation Request

Dear Mr. Pressimone:

Please transfer funds from our subconsultants as indicated below to RS&H, Inc. for the project:

Consultant/subconsultant	Total Original, SA 1 & SA 2		SA 3 Transfer of Funds		Total Original, SA 1, SA 2 & SA 3
RS&H	\$1,876,476.94	+	\$52,684.78	=	\$1,929,161.72
Balmoral	\$291,456.48	+	\$0.00	=	\$291,456.48
Myra	\$86,383.73	+	<\$3,360.00>	=	\$83,023.73
Nadic	\$7,087.57	+	\$0.00	=	\$7,087.57
Parsons	\$90,401.63	+	<\$7,046.49>	=	\$83,355.14
SEARCH	\$58,546.89	+	<\$22,711.53>	=	\$35,835.36
GEC	\$51,269.07	+	<\$19,566.76>	=	\$31,702.31
Total Maximum Limiting Amount	\$2,461,622.31	+	\$0.00	=	\$2,461,622.31

This reallocation is to continue to support CFX with additional meetings, graphics, calculations, and coordination with various stakeholders. RS&H, Inc. and Balmoral will be the only firms continuing to provide services on this project. The total for SA #3 is \$0.00 transferring subconsultant funds in the amount of <\$52,684.78> to RS&H, Inc. +\$52,684.78, with the Total Maximum Limiting Amount unchanged at \$2,461,622.31. This transfer includes all engineering services and required additional meetings to complete the project with an anticipated completion date of August 31, 2020.

We look forward to continuing working with you and the staff at CFX on this project. If you have any questions or comments do not hesitate to call me.

Respectfully yours,

Edward J. Gonzalez, P.E.
Vice President

cc: Jonathan Williamson, AICP – Dewberry Engineers, Inc.

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SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 28th day of August, 2019, 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. of Orlando, Florida, hereinafter called the "CONSULTANT".

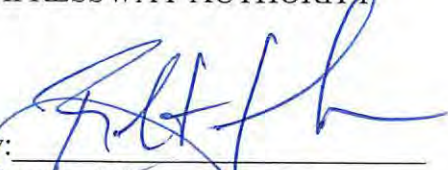
WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, provides that in the event that CFX shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT 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 8, 2019 correspondence 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 \$205,973.70 to \$1,842,682.71.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$7,134.24 to \$33,794.23.
 - c. The Subcontract Items are adjusted upward by \$30,549.90 to 585,145.37.
 - Balmoral \$30,549.90
 - d. The Allowance is adjusted downward by \$105,606.80 to \$0.00.
 - e. The total Maximum Limiting Amount is adjusted upward by \$138,051.04 to \$2,461,622.31
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 Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Director of Procurement

RS&H, INC.

Witness: 
Print Name: Kim Flynn

By: 
Title: VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX



MEMORANDUM

Date: July 9, 2019
To: Glenn Pressimone, PE CFX Chief of Infrastructure
From: Jonathan Williamson, AICP Dewberry Project Manager *JW*
Subject: PD&E Consultant Services - Contract 001250
CFX Project No. 599-223
Osceola Parkway Extension (From SR 417 to Sunbridge Parkway)
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by RS&H, Inc. provided via email on July 8, 2019 for the Osceola Parkway Extension (From SR 417 to Sunbridge Parkway) PD&E Study Re-Evaluation. This requested contract amendment is for added fee and time extension to February 28, 2020 to perform additional professional services needed to complete the study and prepare a Project Environmental Impact Report (PEIR).

The supplemental agreement request is attached and costs are detailed below:

\$	213,107.94	RS&H as Prime
\$	<u>30,549.90</u>	Total Additional Subconsultant Fees
\$	243,657.84	Total Requested Contract Amendment Amount

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$243,657.84.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at jwilliamson@dewberry.com.

CC:

Keith Jackson, PE Dewberry Program Manager
File



10748 Deerwood Park Boulevard S
Jacksonville, Florida 32256

D 904-256-2500
F 904-256-2501
rsandh.com

July 8, 2019

Mr. Glenn M. Pressimone, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Osceola Parkway Extension
From SR 417 to Sunbridge Parkway
Project Environmental Impact Report Re-evaluation
Contract No. 001250, Supplemental Agreement #2

Dear Mr. Pressimone:

RS&H, Inc. is pleased to submit the attached Fee Proposal to provide professional services required to develop additional alignment alternatives for the Osceola Parkway Extension, conducting additional progress meetings, and conducting additional coordination meetings with various stakeholders.

The Fee Proposal for additional professional services includes RS&H, Inc. for \$213,107.94 and The Balmoral Group for \$30,549.90. Total additional fee therefore is \$243,657.84. This additional Fee Proposal includes all professional engineering services and required additional meetings to complete the project with an anticipated completion date of February 28, 2020.

If you have any questions or comments do not hesitate to call me.

Respectfully yours,


Daniel Kristoff, Jr., P.E.
Senior Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

**OSCEOLA PARKWAY EXTENSION / FROM SR 417 TO THE SUNBRIDGE PARKWAY
Project Environmental Impact Report Re-evaluation**

Supplemental Agreement #2

Contract # 001250

July 2019

This Exhibit forms an integral part of Supplemental Agreement #2 to the current agreement, Supplemental Agreement #1 (hereinafter referred to as SA #1), between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and RS&H, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The Osceola Parkway Extension project involves a new expressway connection between SR 417 in the vicinity of Boggy Creek Road in Orange County and the proposed Sunbridge Parkway in Osceola County. The Osceola Parkway Extension has been an identified need in several local long-range plans and master plans. The Osceola County Expressway Authority (OCX) completed a PD&E Study in May 2017 for the Osceola Parkway Extension and presented a recommended alternative alignment. However, as part of an interlocal agreement, the OCX requested that the CFX incorporate portions of the OCX 2040 Master Plan into the CFX Visioning + 2040 Master Plan. The Osceola Parkway Extension was part of this agreement. The CFX recently completed a Concept, Feasibility, and Mobility (CF&M) Study for this connection and concluded the project is viable under CFX criteria. Prior to proceeding with design activities CFX has determined that a Project Environmental Impact Report Re-evaluation (RE-EVAL) will review and evaluate the OCX PD&E Study recommended alignment alternative in comparison with the alignment alternatives and findings of the CFX CF&M Study to assess and recommend the most appropriate alignment alternative for the Osceola Parkway Extension project.

PURPOSE

The purpose of this Supplemental Agreement #2 is to amend the SA #1 scope of work and the proposed time of completion of the CONSULTANT.

In performing works tasks of SA #1, the CONSULTANT was directed by CFX to perform tasks beyond the original scope of SA #1. Therefore, this Supplemental Agreement #2 includes additional effort in the development and design of alternatives and alignments, additional progress meetings, and additional coordination meetings with various stakeholders. The anticipated completion of these additional tasks is February 2020.

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 5th day of July, 2018, 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. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, 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:

2018 JUL 2 PM 2:01

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S June 13, 2018 correspondence 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 \$820,790.78 to \$1,636,709.01.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$19,940.48 to \$26,659.99.
 - c. The Subcontract Items are adjusted upward by \$326,840.01 to \$554,595.47.

• SEARCH	\$50,597.25 ✓
• Balmoral	\$161,903.51 ✓
• Myra	\$32,861.73 ✓
• Parsons Brinckerhoff	\$30,208.45 ✓
• GEC	\$51,269.07 ✓
 - e. The Allowance remain unchanged at \$105,606.80.
 - f. The total Maximum Limiting Amount is adjusted upward by \$1,167,571.27 to \$2,323,571.27


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 Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Director of Procurement

RS&H, INC.

Witness: 
Print Name: Edward J. Gonzalez
Vice President

By: 
Title: Jesse J. Forst
Vice President

Approved as to form and execution, only.


General Counsel for CFX

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

**OSCEOLA PARKWAY EXTENSION
(From SR 417 to the Sunbridge Parkway)**

Project Environmental Impact Report Re-evaluation

Contract # 001250

June 2018

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

OSCEOLA PARKWAY EXTENSION / FROM SR 417 TO THE SUNBRIDGE PARKWAY Project Environmental Impact Report Re-evaluation

This Exhibit forms an integral part of a Supplemental Agreement to the current agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and RS&H, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The Osceola Parkway Extension project involves a new expressway connection between SR 417 in the vicinity of Boggy Creek Road in Orange County and the proposed Sunbridge Parkway in Osceola County. The Osceola Parkway Extension has been an identified need in several local long-range plans and master plans. The Osceola County Expressway Authority (OCX) completed a PD&E Study in May 2017 for the Osceola Parkway Extension and presented a recommended alternative alignment. However, as part of an interlocal agreement, the OCX requested that the CFX incorporate portions of the OCX 2040 Master Plan into the CFX Visioning + 2040 Master Plan. The Osceola Parkway Extension was part of this agreement. The CFX recently completed a Concept, Feasibility, and Mobility (CF&M) Study for this connection and concluded the project is viable under CFX criteria. Prior to proceeding with design activities CFX has determined that a Project Environmental Impact Report Re-evaluation (RE-EVAL) will review and evaluate the OCX PD&E Study recommended alignment alternative in comparison with the alignment alternatives and findings of the CFX CF&M Study to assess and recommend the most appropriate alignment alternative for the Osceola Parkway Extension project.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, the CFX, the CFX's general engineering consultant (GEC), Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC), CDM Smith, and the CFX public involvement consultant (PIC), Quest Corporation of America.

The RE-EVAL process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition (June 2017). The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the applicable sections of the PD&E Manual, Project Environmental Impact Report (PEIR) requirements unless otherwise stated. In the event of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the results of the aforementioned previous studies as a foundation, this RE-EVAL will revisit the conclusions and recommendations to confirm a recommended alignment alternative. The work will include the review and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic, and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, and interchange requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment.

The GEC will provide contract administration, project management services, and technical reviews of all work associated with the development and preparation of the engineering / environmental reports and documents required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this amendment on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this amendment.

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the Osceola Parkway Extension. All factors related to the design and location of the facility must be considered including transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to perform a re-evaluation of the existing OCX Osceola Parkway Extension PEIR as well as, where necessary, update the CF&M documentation to prepare technical documents and reports regarding the preliminary engineering and design concept, existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the proposed improvement.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The RE-EVAL shall satisfy the level of documentation required for a local agency funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a recommended alignment alternative, will constitute Location and Design Concept Acceptance of the proposed action as a PEIR.

1 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

1.1 Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

1.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

1.3 Quality Control

The CONSULTANT shall establish and implement a QA/QC plan. This task also includes sub consultant review, response to comments, any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work. The CFX may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

1.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX and GEC for their records within one (1) week of the receipt of said correspondence.

1.5 Submittals

The CONSULTANT shall provide (Draft and Final) copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals. Anticipated submittals for this study include but may not be limited to:

<u>Provisions for Work:</u>	<u>Copies:</u>
Project Schedule	E
Public Involvement Plan	1
Quality Control Plan	E

<u>Engineering Items:</u>	<u>Copies:</u>
Typical Section Package	2
Location Hydraulics Report	2
Pond Siting Report	2
Geotechnical Assessment	2
Utility Assessment Package	2
Conceptual Right-of-Way Plans	2
Conceptual Design Roadway Plan Set	2
Draft Engineering Technical Document	3
Final Engineering Technical Document (Signed and Sealed)	10

<u>Environmental Items:</u>	<u>Copies:</u>
Advance Notification Package	N/A
Contamination Screening Evaluation Report	2
Natural Resource Evaluation	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2
Noise Study Tech Memo	2
Air Quality Report/Tech Memo	2
Public Workshop Meeting Summary	2
Draft Project Environmental Impact Report Re-evaluation	3
Final Project Environmental Impact Report Re-evaluation	10

E = Electronic Submittal – no hard copy required

Upon completion of the study, the CONSULTANT shall deliver to the CFX, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

2 PROJECT DESCRIPTION & OBJECTIVES

2.1 Project Description and Purpose & Need

2.1.1 Project Description

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare the project description. The CFX and GEC will review and approve the project description. The project description will be used in the appropriate engineering and environmental documents that support the RE-EVAL.

2.1.2 Purpose & Need

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare the Purpose & Need statement. The CFX and GEC will review and approve the project Purpose & Need statement. The Purpose and Need statement will be used in the appropriate engineering and environmental documents that support the RE-EVAL.

2.2 Project Requirements and Provisions for Work

2.2.1 Meetings and Presentations

The CONSULTANT shall meet with appropriate CFX, GEC, T&RC, and PIC personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- Render all relevant information in its possession;
- Establish any ground rules upon which the study process will be conducted;

- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- Explain the financial administration of the contract.

The CONSULTANT shall meet with the GEC and CFX as needed throughout the life of the project. These meetings will include progress and miscellaneous review and other coordination activities. The CONSULTANT should be prepared to meet with the GEC and /or CFX on a bi-monthly basis for progress meetings; therefore, sixteen (16) meetings are anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

2.2.2 Project Schedule

The study is expected to have an eight (8) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a detailed schedule of calendar milestones and deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

2.3 Coordination with Other Consultants and Entities

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate the study with all other studies and projects within the study area.

2.4 Contract Management

Contract Management efforts include tasks such as setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements, etc. Progress reports shall be delivered to the GEC in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

2.5 Additional Services

2.5.1 Alternative Corridor Evaluation

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall methodically review the previous OCX PD&E and CFX CF&M studies to confirm the most viable alignment alternative and most appropriate interchange locations. The CONSULTANT will develop an alignment alternative and interchange concepts that meet the CFX engineering criteria. In addition, the CONSULTANT will develop an alignment that avoids the current boundary of the Split Oak Forest Wildlife and Environmental Area (Split Oak). The Split Oak Avoidance Alternative shall also meet CFX engineering criteria.

- 2.5.2 **Advance Notification – N/A**
- 2.5.3 **Scoping Meetings (EIS Only) – N/A**
- 2.5.4 **Notice of Intent (EIS Only) – N/A**
- 2.5.5 **Transit Coordination Plan – N/A**
- 2.5.6 **Miscellaneous Services – N/A**

2.6 N/A

2.7 **Optional Services – N/A**

3 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the study. The PIC shall coordinate and perform the appropriate level of public involvement for this project as outlined in the applicable sections of the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with the PIC as well as the CFX's Public Affairs and Communications Department.

3.1 Public Involvement Plan & Data Collection

3.1.1 Public Involvement Plan and Web Site Development & Maintenance

The CONSULTANT, utilizing a template supplied by the PIC, will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC and PIC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the RE-EVAL process. Obtaining stakeholder public consensus is the desired outcome of the PIP.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including, but not limited to, the following:

- Identification of stakeholders and interested parties.
- Preparation of meeting notes.

The CONSULTANT shall provide information about the study to the PIC for inclusion in the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the CFX prior to the Public Workshop Meeting.

3.1.2 Public Involvement Data Collection

The CONSULTANT, in coordination with the PIC, shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the project area.
- Interested parties, including:
 - i. Residents/property owners within 300 feet of the alternative alignments.
 - ii. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

3.2 Scheduled Public Meetings

1) The CFX has determined that a public meeting will be required to provide adequate opportunities for the public to participate in the RE-EVAL process. A Public Workshop Meeting will be conducted to provide the public with information related to the alignment alternatives and the evaluation of the potential engineering, environmental and social impacts. The CONSULTANT shall provide all support to the PIC necessary for the CFX to hold or participate in the public meeting.

For the meeting, the CONSULTANT, in coordination with the PIC, shall prepare and/or provide support to the PIC in preparing:

- Scripts or agenda for meeting presentations.
- Handouts.
- Graphics for presentations.
- Meeting equipment set-up and tear-down.
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. Affected property owners includes those parcels that lie a minimum of 300 feet from the roadway right-of-way and any additional parcels that lie outside of the 300 foot buffer that may be impacted by any potential median modifications.
- The Public Workshop Meeting will also include a running PowerPoint presentation with scripted audio, in lieu of a live speaker.
- Responses to comments and/or inquiries received at meetings.

The CONSULTANT will attend the meeting with an appropriate number of personnel to assist the CFX staff.

Additionally, at the request of the CFX, the CONSULTANT shall provide to the CFX displays including, but not limited to, the following:

- 1" =200' scale and/or 1" =400' scale concepts showing the most viable alternative.
- Available aerial photography of the study area
- A regional map

2) The CFX has determined that multiple 'Presentations to Local MPOs and Associated Technical and Citizen Committees' will be required to provide adequate opportunities for local entities to participate in the RE-EVAL process. Within thirty (30) working days after the Notice to Proceed meeting, the CONSULTANT will prepare and the PIC will distribute a Project Kick-Off Letter to the following organizations: FDOT, MetroPlan Orlando, local government agencies (including Osceola and Orange Counties), the East Central Florida Regional Planning Council, Central Florida Regional Planning Council, environmental regulatory agencies, public utility owners, and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the proposed project. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

The CONSULTANT will also arrange for, prepare, and present a project kick-off presentation to the Osceola and Orange County commissions, and MetroPlan Orlando (and its technical committees as required) at their regularly scheduled meetings.

3) The CFX has determined that multiple 'Coordination Meetings with Key Agencies' will be required to provide adequate opportunities for agencies and stakeholders to participate in the RE-EVAL process. The CONSULTANT shall work with the PIC to establish a Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from the FDOT, Osceola County, Orange County, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG, each (a total of two [2] meetings) during the RE-EVAL process to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX, the PIC, and the GEC to prepare the initial PAG and EAG members list. The PIC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the PAG/EAG members.

4) In addition to scheduled public meetings, the CONSULTANT may be required to participate in 'Other Public and Agency Meetings or Informal Meetings' with the public, elected officials, or public agencies (MetroPlan Orlando, Orange County, Osceola County, neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to thirty-two (32) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board and the MetroPlan Orlando Board.

3.3 Public Hearing - N/A

3.4 Comments and Coordination Report

The CONSULTANT shall provide all support to the PIC necessary for the completion of the Comments and Coordination Report.

3.5 Notification of Approved Environmental Document – N/A

3.6 Additional Public Involvement Requirements

- 1) The CONSULTANT shall provide support to the PIC in responding to general public correspondence.
- 2) As part of the overall study, and as needed preparation for the above noted meetings, the PIC shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the newsletters will coincide with key project milestones as follows:
 1. Kick-off Newsletter
 2. Pre-Public Workshop Meeting Newsletter
 3. Post-Public Workshop Meeting Newsletter

The PIC will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a standard right-of-entry letter via US Post Office mail delivery.

4 ENGINEERING ANALYSIS AND REPORTS

4.1 Review of Previous Studies - Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin review of existing data (the OCX PD&E and CFX CF&M studies documents) as well as perform collection of new data. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

4.2 Existing Conditions Analysis

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by the CFX, FDOT, Osceola County and Orange County, or any other agency. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for the Public Workshop Meeting displays, the Corridor Base Map(s), and Conceptual Design Plans.

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then analyze the existing facility and conditions for deficiencies. The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

4.3 Survey Coordination

4.3.1 Survey Design

The CONSULTANT shall be responsible for coordinating with CFX regarding project requirements (e.g., utilizing existing LiDAR data) and review of survey information.

4.3.2 Photogrammetry

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The most up-to-date existing available controlled aerial photography (from Orange & Osceola Counties, FDOT, or other entities) will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The CONSULTANT will recommend mapping scales for approval by CFX.

4.4 Geotechnical Investigation

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements and review of geotechnical data.

4.5 Traffic Analysis

The CONSULTANT will coordinate with CFX and its T&RC to obtain all project traffic related information including travel demand forecasting, design traffic, and all operational analysis required for completion of the study.

4.5.1 thru 4.5.13 – N/A

4.5.14 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from the CFX T&RC.

4.5.15 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from the CFX T&RC.

4.5.16 Signalization Analysis

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

4.6 Signage – N/A

4.7 Tolling Concepts – N/A

4.8 Safety

4.8.1 Crash Data

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.8.2 Safety Analysis – N/A

Assessment of historical crashes on the project.

4.8.3 Documentation of Safety Analysis – N/A

Documentation of findings from the safety analysis.

4.9 Utilities and Railroads

4.9.1 Utilities

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

- Overhead Transmission lines, microwave towers, etc.
- Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described the PD&E Manual.

4.9.2 Railroads

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update data on the location and potential crossings of all existing railroad lines within the study area. The CONSULTANT shall obtain data and information and, if necessary, meet with railroad owners concerning proposed rail line crossings, some of which may influence location/design considerations.

4.10 Roadway Analysis

4.10.1 Design Controls and Criteria

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual and the following sections.

Development of this project will be guided by the basic design criteria as identified in Appendix A. The CONSULTANT, where applicable, shall inform the CFX and the GEC of recommended changes to this design criteria.

4.10.2 Typical Section Analysis

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine appropriate typical section alternatives for the project. These will include CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and incorporation of other desirable features.

4.10.3 Geometric Design

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine appropriate horizontal and vertical alignments for the project – including mainline, cross roads, and interchange ramps. The CONSULTANT will also develop an alignment alternative that avoids the Split Oak property and compare it against a refined OCX Recommended Alternative (Refined Alignment Alternative).

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine the evaluation of interchanges or intersections type in accordance with the applicable FDOT manuals and procedures. It also includes preliminary design of special intersection layouts such as roundabout and/or innovative intersections, where applicable.

4.10.5 Access Management

The CONSULTANT will ensure the appropriate entities are contacted and consulted and that access management standards are reflected within any alternative that effects the local roadway network.

4.10.6 Multimodal Accommodations

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then coordinate with transit and local government officials in order to determine what multimodal accommodations will be studied and evaluated as part of the project alternatives. This includes identifying the location of potential “Park and Ride” facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

4.10.7 Maintenance of Traffic

The CONSULTANT will analyze the Refined Alignment Alternative and the Split Oak Avoidance Alternative for constructability and the ability to maintain traffic, as applicable. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

4.10.8 Lighting – N/A

4.11 Identify Construction Segments – N/A

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then analyze the advantage(s) of segmenting the project into implementable construction segments.

4.12 Transportation Systems Management and Operations – N/A

4.13 Structures

4.13.1 Existing Structures

The CONSULTANT shall first reference the OCX PD&E Recommended Alternative and CFX CF&M studies documents and then update the inventory of existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement, as required.

4.13.2 Structure Typical Sections

The CONSULTANT shall first reference the OCX PD&E Recommended Alternative typical sections and CFX CF&M studies documents and then update all appropriate structural typical section alternatives for the project. These will include the CFX’s standard typical sections, and any

typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

4.13.3 Structure Design Alternatives

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then show estimated bridge limits on the Refined Alignment Alternative and the Split Oak Avoidance Alternative.. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each bridge.

4.14 Drainage

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update hydraulic data as needed to assess constraints for the Refined Alignment Alternative and the Split Oak Avoidance Alternative. This effort will be coordinated with the CFX, FDOT Maintenance Department, Orange and Osceola Counties, and any other entities to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will update the inventory of the immediate upstream and downstream structures and existing storm drain systems; noting their type, size, hydraulic basin they serve and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the refined alternative. Additionally, the CONSULTANT will obtain all data necessary to analyze any encroachments.

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the refined alternative. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data.

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: identify and list all existing cross drains for size, length and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary analysis for proposed bridge improvements. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing conditions for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

4.15 Landscaping Analysis – N/A

4.16 Construction and Right-of-Way Cost Estimates

4.16.1 Construction Cost Estimates

The CONSULTANT shall review and present a construction cost estimate for the OCX PD&E Recommended Alternative. The construction cost estimate for the OCX PD&E Recommended Alternative was re-evaluated as part of the CFX CF&M Study. The construction cost estimate for the OCX PD&E Recommended Alternative will be obtained from the Osceola Parkway Extension Cost Opinion Technical Memorandum (November 2017).

The CONSULTANT shall prepare a cost estimate for the Refined Alignment Alternative, the Split Oak Avoidance Alternative and the final Recommended Alternative.

4.16.2 Right-of-Way Cost Estimates

The CONSULTANT will review and present CFX with pertinent right-of-way information (existing/proposed & parcel take/remainder) for the OCX PD&E Recommended Alternative. The right-of-way cost estimate for the OCX PD&E Recommended Alternative was re-evaluated as part of the CFX CF&M Study. The right-of-way cost estimate for the OCX PD&E Recommended Alternative will be obtained from the Osceola Parkway Extension Cost Opinion Technical Memorandum (November 2017) and will be refined if necessary based on consultation with CFX.

The CONSULTANT will provide similar parcel impact information for both the Refined Alignment Alternative and the Split Oak Avoidance Alternative, shown on aerials as well as spreadsheet tables. GEC staff will prepare preliminary right-of-way costs.

4.17 Alternatives Evaluation

4.17.1 Comparative Alternatives Evaluation

Based on CFX direction, the CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare a Refined Alignment Alternative at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the Refined Alignment Alternative. Utilizing the Refined Alignment Alternative as a basis, the CONSULTANT will also develop a Split Oak Avoidance Alternative to a similar level of detail.

The Refined Alignment Alternative and the Split Oak Avoidance Alternative will be presented to the PAG and the EAG for review and input. Based on comments received from the PAG and the EAG, the CONSULTANT may further refine the presented alternatives and then identify the Recommended Alternative for the Osceola Parkway Extension.

The CONSULTANT will abstain from indicating preference between any proposed alternatives prior to the Public Workshop Meeting unless specifically requested to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT as part of the RE-EVAL.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate, and document

alternative sections such as, but not limited to, cantilever overhangs, mechanically stabilized earth (MSE) walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts, and maintenance-of-traffic will be considered, evaluated, and documented during this project phase.

The Refined Alignment Alternative and the Split Oak Avoidance Alternative will be developed to a point at which the following can be determined:

- Horizontal and vertical alignment
- Typical cross section
- Preliminary right-of-way needs and impacts
- Preliminary drainage needs (showing required outfalls)
- Existing and proposed utility locations
- General soils information
- Local roadway improvement needs
- Structure locations, sizes, spans, etc.
- Potential stormwater pond sites, sizes, locations, etc.
- Retaining walls
- Sound walls
- Other features as directed by the CFX and GEC

The CONSULTANT will then prepare an evaluation matrix, which will include the significant impacts and costs of the OCX PD&E Recommended Alternative, the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Impacts and costs (construction and right-of-way) for the OCX PD&E Recommended Alternative will be brought forward from the OCX PD&E Study. The No-Build Alternative will also be included in the matrix.

The evaluation matrix will, at a minimum, include the following features:

- Environmental impacts
- Socioeconomic impacts
- Hazardous material impacts
- Right-of-way impacts / costs
- Drainage impacts / costs
- Utility impacts / costs
- Construction costs
- Engineering costs

The CONSULTANT shall be prepared to present the Refined Alignment Alternative and the Split Oak Avoidance Alternative and their evaluation at the Public Workshop Meeting.

Subsequent to the Public Workshop Meeting the CONSULTANT will complete an evaluation and comparison of the alternatives. This will include engineering, environmental, and public input.

4.17.2 Selection of Recommended Alternative

Upon completion of the evaluation and comparison, the CONSULTANT will identify a single Recommended Alternative to the CFX.

4.18 Concept Plans

4.18.1 Base Map

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and review the aerial base maps prepared for the studies, then update or provide any additional information as required for the development and evaluation of the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Information to be checked and updated will include:

- Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
- Street names: label street names and highway numbers in immediate project area.
- Surface features: label all pertinent cultural and natural features and land use information.
- North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- Plot property lines.
- Plot new data as it becomes available to keep base map up to date.

4.18.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans for the Refined Alignment Alternative and the Split Oak Avoidance Alternative.

At a minimum, the concept plans should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"=200'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 100'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meetings

4.18.3 Preferred Alternative Concept Plan

Upon approval by the CFX of the Recommended Alternative, the CONSULTANT will develop the Recommended Alternative on the base maps at a scale of 1" = 100", or other agreed-upon appropriate scale, that includes refinements from the Public Workshop.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's PD&E Manual.

4.18.5 Design Exceptions and Design Variations – N/A

4.19 Transportation Management Plan – N/A

4.20 Risk Management – N/A

4.21 Engineering Analysis Documentation

4.21.1 Engineering Technical Document

The CONSULTANT will prepare the Draft Engineering Technical Document for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available at the Public Workshop.

4.21.2 Final Engineering Technical Document

The Final Engineering Technical Document will be finalized after the Public Workshop Meeting.

4.22 Planning Consistency – N/A

4.22.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- Metro Plan Orlando Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- LYNX
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

4.23 Transit Systems and Service – N/A

5 ENVIRONMENTAL ANALYSIS AND REPORTS

5.1 Sociocultural Effects Evaluation or Report

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update, as necessary and to the appropriate level, additional environmental analysis of each community, cultural, natural or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual for Re-evaluations.

Environmental Documents prepared by the CONSULTANT for the RE-EVAL will comply with the re-evaluation procedures and format and include content described and listed in the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the GEC and CFX prior to producing final reports and documents. The environmental documents that are anticipated to be completed for the RE-EVAL are identified in Section 1.5.

5.1.1 Social Characteristics

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then conduct an overview of the study area to explore and update the socioeconomic issues, features, and activities that will influence the development of the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- Schools
- Places of worship
- Community centers and parks
- Other public facilities
- Neighborhoods
- Specialized housing

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the alternatives. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

The CONSULTANT will analyze and document potential socioeconomic impacts as part of the RE-EVAL, as detailed in the PD&E Manual.

5.1.2 Economic Characteristics

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas and concerns have been addressed as part of the project. Alternatives proposing new roadway alignments and new traffic patterns can greatly alter access/ease of access to local businesses and should be discussed in detail within the RE-EVAL supporting information.

5.1.3 Land Use Changes

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then review and update existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use as compared to existing land uses (taking into account current plans, known future plans, and the ongoing roadway improvement).

5.1.4 Mobility

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then review and update current mobility options for local traffic and pedestrians to access area

businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

5.1.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities, and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

5.1.6 Relocation Potential

The CONSULTANT shall collect the data and develop right-of-way parcel impact maps and spreadsheet tables. The GEC will provide the right-of-way cost estimate. No Conceptual Stage Relocation Plan will be prepared as part of this study.

5.2 Cultural Resources

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then, if necessary, prepare a Research Design and Survey Methodology that determines the Area of Potential Effect (APE), including potential pond sites, for the project.

5.2.1 Archaeological and Historical Resources

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then provide a cultural resource assessment for the project, which shall include coordination with FDOT and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

5.2.2 Recreational/ Section 4(f)

It is anticipated that Section 4(f) criteria will not apply to this project. Recreational areas will be identified as part of Section 5.1.

5.3 Natural Resources

5.3.1 Wetlands

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then update all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

5.3.2 Essential Fish Habitat

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

5.3.3 Wildlife and Habitat

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the alternative improvements.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any state or Federal “critical habitat” must be identified.

5.3.4 Natural Resource Evaluation (NRE) Report

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain all biological information needed to prepare a NRE of the project where endangered or threatened species are identified. The CONSULTANT will prepare a NRE for the project in accordance with the PD&E Manual.

5.3.5 Water Quality

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain information on the existing water quality of potential receiving water bodies and evaluate the project’s potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

5.3.6 Special Designation

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

5.3.7 Identify Permit Conditions

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions and type of permits required.

5.3.8 Farmlands

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

5.4 Physical Effects

5.4.1 Noise

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then collect all data necessary to re-evaluate the previous noise study in accordance with the PD&E Manual. This task will include a qualitative corridor analysis which will be conducted to provide a comparative assessment of noise impacts for the OCX Recommended Alternative, the Refined Alignment Alternative and the Split Oak Avoidance Alternative. The assessment will be documented in a Noise Study Technical Memorandum.

5.4.2 Transit Noise and Vibration Analysis – N/A

5.4.3 Air Quality

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual, as applicable. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

5.4.4 Construction Impact Analysis

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then address potential construction impacts associated with this project in accordance with the PD&E Manual.

5.4.5 Contamination

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

5.5 Cumulative Effects Evaluation – N/A

5.6 Project Commitments Record

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then detail the project commitments that will be documented in the Commitments section of the RE-EVAL.

- 6 ENVIRONMENTAL DOCUMENT**
- 6.1 Categorical Exclusion Type II – N/A**
- 6.2 Environmental Assessment – N/A**
- 6.3 Finding of No Significant Impact (FONSI) – N/A**
- 6.4 Draft Environmental Impact Statement (DEIS) – N/A**
- 6.5 Final Environmental Impact Statement (FEIS) – N/A**
- 6.6 Record of Decision (ROD) – N/A**
- 6.7 Combined FEIS/ROD – N/A**
- 6.8 Project Environmental Impact Report (PEIR) – N/A**
- 6.9 Project Environmental Impact Report (PEIR) Re-evaluation (RE-EVAL)**

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare a Draft RE-EVAL in accordance with the PD&E Manual, as applicable. The Draft RE-EVAL will be forwarded for review and comment by the CFX and GEC. Following review by the GEC and the CFX, the CONSULTANT will prepare the Final RE-EVAL after all other technical documents and reports have been finalized. The Final RE-EVAL will be made available to the public.

APPENDIX A - DESIGN CRITERIA

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source																																																																																																								
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section <u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4																																																																																																								
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98																																																																																																								
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u> <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Total (ft)</th> <th colspan="2">Paved (ft)</th> </tr> <tr> <th>Outside</th> <th>Left</th> <th>Outside</th> <th>Left</th> </tr> </thead> <tbody> <tr> <td>Freeway</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3-lane or more</td> <td>12</td> <td>12</td> <td>10</td> <td>10</td> </tr> <tr> <td>2-lane</td> <td>12</td> <td>8</td> <td>10</td> <td>4</td> </tr> <tr> <td>Ramp</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1-lane</td> <td>6</td> <td>6</td> <td>4</td> <td>2</td> </tr> <tr> <td>2-lane</td> <td>10</td> <td>8</td> <td>8</td> <td>4</td> </tr> <tr> <td>Aux. Lane</td> <td>12</td> <td>N/A</td> <td>10</td> <td>N/A</td> </tr> <tr> <td>Arterial & Collector (Norm. volume)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2-lane divided</td> <td>10</td> <td>8</td> <td>5</td> <td>0</td> </tr> <tr> <td>1-lane undivided</td> <td>10</td> <td>N/A</td> <td>5</td> <td>N/A</td> </tr> <tr> <td>Service Road, 2-Lane, 2-Way, Undivided</td> <td>10</td> <td>10</td> <td>5</td> <td>5</td> </tr> <tr> <td><u>Shoulder Cross Slope</u></td> <td>0.06</td> <td>0.05</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Max. Shoulder "Roll-over"</u></td> <td>7.0%</td> <td>7.0%</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Bridge section (lanes 1-way)</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2-lane</td> <td>10</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td>3-lane or more</td> <td>10</td> <td>10</td> <td>-</td> <td>-</td> </tr> <tr> <td>1-lane ramp</td> <td>6</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td>2-lane ramp</td> <td>10</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td>Service Road, 2-Lane, 2-Way, Undivided</td> <td>10</td> <td>10</td> <td>-</td> <td>-</td> </tr> </tbody> </table>		Total (ft)		Paved (ft)		Outside	Left	Outside	Left	Freeway					3-lane or more	12	12	10	10	2-lane	12	8	10	4	Ramp					1-lane	6	6	4	2	2-lane	10	8	8	4	Aux. Lane	12	N/A	10	N/A	Arterial & Collector (Norm. volume)					2-lane divided	10	8	5	0	1-lane undivided	10	N/A	5	N/A	Service Road, 2-Lane, 2-Way, Undivided	10	10	5	5	<u>Shoulder Cross Slope</u>	0.06	0.05	-	-	<u>Max. Shoulder "Roll-over"</u>	7.0%	7.0%	-	-	<u>Bridge section (lanes 1-way)</u>					2-lane	10	6	-	-	3-lane or more	10	10	-	-	1-lane ramp	6	6	-	-	2-lane ramp	10	6	-	-	Service Road, 2-Lane, 2-Way, Undivided	10	10	-	-	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510 - FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4 - FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃
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<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃																																																																																																								

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	0.0-5 5-10 10-20 <input type="checkbox"/> ≥ 20 All All All	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail <i>(Use 10-ft bench at half the height of fill)</i> 1:2 not flatter than 1:6 1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope 1:2 not flatter than 1:6	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy); <i>Use 1:3 slopes, avoid 1:2 slopes except where as necessary</i>
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road Min. Grade Curb & Gutter	Max. Grade 3.0% 5.0% 7.0% 3.5% 6.0% 6.5% to 9.0% 8.0% 0.3%	<input type="checkbox"/> 0.20% / 0.40% 0.60% 1.00% 0.50% 0.70% - 0.70% -	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2 - FDOT PPM Vol. I, Tbl. 2.6.4
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph) 70 60 55 50 45 30	Distance (ft) 730 570 495 425 360 200	- FDOT PPM Vol. I, Tbl. 2.7.1
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph) 70 60 55 50 45 30	Distance (ft) 780-1445 610-1280 535-1135 465-1030 395-930 220-620	- AASHTO Exh. 3-3
<u>Horizontal Curve Length</u> Freeway Others <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.) 3 30' 00" 5 15' 00" 6 30' 00" 8 15' 00" 8 15' 00" 8 15' 00" 8 15' 00" 24 45' 00"	- FDOT PPM Vol. I, Tbl. 2.8.2a - FDOT PPM Vol. I, Tbl. 2.8.3	

Design Element	Design Standard		Source	
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves $\square\square\square 30' 00''$ do not use spirals) ₁		-FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy) ₃	
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate	-FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind No. 510, 511 - AASHTO Exh. 3-28	
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value		-FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 -AASHTO Exh. 3-72 (crest), 3-75 (sag) - CFX Policy ₃ Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
		Crest	Sag	
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag		
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2□□ to 5□ 4□□ desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856	
Minimum Spacing Entrance to Exit ⁶ Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		-AASHTO Exh. 10-68, Pg. 844	

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	L = WS (DS $\square\square$ 45 mph) L = WS ² /60 (DS $\square\square$ 45 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Entrance Ramp Taper of 900 ft. (1° - convergence)
- 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. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right-of-way limits per Index 450.

AGREEMENT FOR PROFESSIONAL SERVICES

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RS&H, INC.**

**CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR
THE SOUTHPORT CONNECTOR EXPRESSWAY**

CONTRACT NO. 001250, PROJECT NO. 599-223

CONTRACT DATE: March 9, 2017

CONTRACT AMOUNT: \$1,156,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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
E	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule

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

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and RS&H, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 301 E. Pine St., 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. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study for the Southport Connector Expressway hereinafter "the Project." Further identified as Project No. 599-223 and Contract No. 001250.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. 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 when 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.

The Balmoral Group, LLC (Class 1)	Parsons Brinkerhoff, Inc. (Class 1)
Southeastern Archaeological Research, Inc. (Class 1)	
Myra Planning & Design, LLC (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 as described in **Exhibit "A"**.

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

After CFX's acceptance of documents for the Project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX. 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 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 \$1,156,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished

to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this Project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 301 E. Pine St., 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 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 [Florida Department of Management Services] convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] 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: RS&H, Inc.
301 E. Pine St., Suite 350
Orlando, FL 32801
Attn: Edward J. Gonzalez, P.E.

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
- Exhibit "E", Project Location Map
- Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 9, 2017.

RS&H, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

BY: 
Director of Procurement

Print Name: EDWARD J. GONZALEZ

Print Name: Anesh Williams

Title: VICE PRESIDENT

Effective Date: _____

ATTEST:  (Seal)

Secretary or Notary
Melanie L. Nichols

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

CONCEPT, FEASIBILITY & MOBILITY STUDIES

FOR THE

SOUTHPORT CONNECTOR EXPRESSWAY

CONTRACT 001250

MARCH, 2017

Exhibit A

SCOPE OF SERVICES

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1.0 Overview

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the Southport Connector Expressway project as identified in the Osceola County Expressway Authority (OCX) Master Plan and the CFX Visioning + 2040 Master Plan.

2.0 Location

The general limits and descriptions of the project corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

- a) **Southport Connector Expressway (including Cypress Parkway segment):** The Southport Connector Expressway is located between Poinciana Parkway and Florida's Turnpike, covering a distance of approximately 13 miles. The corridor passes through the South Lake Toho Mixed Used District forming the southern edge of the Urban Growth Boundary (UGB) and connecting the Poinciana Parkway to Florida's Turnpike. The project includes the Southport interchange with Poinciana/Cypress Parkway.

The Southport Connector Expressway corridor is generally depicted on **Exhibit E**.

3.0 Purpose

The purpose of this Exhibit is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 Objective

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and intersection improvements. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands within each corridor (design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include but are not necessarily constrained to limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option. Viability is defined in the Interlocal Agreement by and among Osceola County, CFX and OCX as follows:

“Viable” or “Viability” shall mean an OCX Segment or any portion thereof that is projected in writing by CFX’s traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX’s traffic and revenue consultant to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX’s past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

5.0 Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT’s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook

Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
Equivalent Single Axle Load Guidelines (No. 525-030-121)
Design Traffic Procedure (No. 525-030-120)
K-Factor Estimation Process
Project Traffic Forecasting Guidelines
Florida Highway Landscape Guide
Basis of Estimates Manual

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&E personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, CFX will:

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

6.3 Project Schedule

The Study is expected to have a twelve (12) month duration. Within ten (10) working days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this Study shall be provided to CFX and the GEC for their records within one (1) week of the receipt of said correspondence.

6.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified

individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including but not limited to the following:

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor

- Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

The CONSULTANT will incorporate the mailing lists received from the recently completed OCX corridor evaluation study. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

7.3 Public Meeting

The CONSULTANT shall be responsible for conducting one (1) public information meeting. The meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Drafts of all notification advertisements and letters shall be submitted to CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

The CONSULTANT will also be responsible for attending the Public Meetings of the other three CFX

Feasibility Studies related to the OCX Master Plan. The CONSULTANT will provide exhibits and staff to address any questions related to their specific project.

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Osceola County Expressway Authority, Central Florida Expressway Authority and the Osceola County Board of County Commissioners. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

The GEC shall establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lynx, Orange County, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as identified by CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the Study to present information regarding the project, receive input and respond to questions.

Potential meeting milestones will include:

- a) Project Kick-off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX and the GEC to prepare the initial PAG and EAG members list. The GEC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the Study, however, the CONSULTANT will be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, Polk TPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public,

elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 24 such unscheduled meetings.

7.8 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff that interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this "Information Line" during regular business hours.

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs.

The CONSULTANT shall make maximum use of existing information available from state, regional and local resources, along with information developed during the recent previous OCX study. The data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The CONSULTANT shall obtain all documents prepared as part of the Alternative Corridor Evaluation (ACE) study performed by Inwood Consulting Engineers on behalf of the Florida Department of Transportation (District 5) and the Osceola County Expressway Authority. The CONSULTANT will review all ACE documents and will utilize and incorporate all relevant data / analyses / findings / etc. into this Study. The CONSULTANT shall identify any changed conditions, verify adherence to CFX design criteria and perform an in-depth evaluation of the

ACE findings, recommendations and commitments. Within 30 days from Notice To Proceed, the CONSULTANT shall prepare a technical memorandum (ACE Review Technical Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Polk TPO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Polk County Comprehensive Plan
- LYNX System Plans
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational
- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to

meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, employment and housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternatives

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolle Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolle Expressway (Expressway)** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Section 12.0 of the Scope. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right of way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.

- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right of way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability assessment performed by the T&E consultant in accordance with the Interlocal Agreement.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report (Report)***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study,

including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)
- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation
- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT report outline to the CONSULTANT prior to initiating the documentation process to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables.

- Corridor Base Maps
- Public Involvement Plan
- ACE Evaluation Review Technical Memorandum (Tech Memo) – Draft and Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Concept, Feasibility and Mobility Study Report (Report) – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a pdf of each draft / final submittal will be required for all deliverables except the Final **Concept, Feasibility and Mobility Study Report**, of which 20 professionally bound copies and a pdf will be required.

12.0 Design Criteria

See Table depicting Design Criteria below:

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

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u> Front slope	0.0-5 5-10 10-20 > 20	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail <i>(Use 10-ft bench at half the height of fill)</i>	- FDOT PPM Vol. I, Tbl. 2.4.1
Front slope (curb & gutter)	All	1:2 not flatter than 1:6	- (CFX Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
Back slope		1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
Back slope (curb & gutter)	All	1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u>	Max. Grade		
Freeway (Rural / Urban)	3.0%	0.20% / 0.40%	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2
Ramp			
Directional	5.0%	0.60%	
Loop	7.0%	1.00%	
Arterial			
Rural	3.5%	0.50%	
Urban	6.0%	0.70%	
Collector	6.5% to 9.0%	-	
Frontage Road/Service Road	8.0%	0.70%	
Min. Grade Curb & Gutter	0.3%	-	- FDOT PPM Vol. I, Tbl. 2.6.4
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	
<u>Horizontal Curve Length</u> Freeway Others	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
<u>Max. Curvature (Degree of Curve)</u> Freeway			- FDOT PPM Vol. I, Tbl. 2.8.3
DS = 70 mph Rural	3 30' 00"		
DS = 60 mph Urban	5 15' 00"		
Arterial			
DS = 55 mph Rural	6 30' 00"		
DS = 45 mph Urban	8 15' 00"		
Collector			
DS = 45 mph Frontage Road	8 15' 00"		
DS = 50 mph Service Road	8 15' 00"		
Ramp			
DS = 50 mph Directional	8 15' 00"		
DS = 30 mph Loop	24 45' 00"		

Design Element	Design Standard		Source	
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) <i>(Curves <1°30' 00" do not use spirals),</i>		-FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy) ₃	
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate	- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510,511 - AASHTO Exh. 3-28	
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag) - CFX Policy ₃ <i>Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable</i>
		Crest	Sag	
	70	401	181	
	60	245	136	
	55	185	115	
	50	136	96	
	45	98	79	
	30	31	37	
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag		
	500-ft	400-ft		
	400-ft	300-ft		
	350-ft	250-ft		
	135-ft	135-ft		
	135-ft	135-ft		
	300-ft	200-ft		
	300-ft	200-ft		
	90-ft	90-ft		
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2° to 5°, 3° desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856	
Minimum Spacing Entrance to Exit ⁶ Exit to Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		- AASHTO Exh. 10-68, Pg. 844	

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	L = WS (DS = 45 mph) L = WS ² /60 (DS ≤ 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Entrance Ramp Taper of 900 ft. (1° - convergence)
- d. Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- e. Ten (10) ft. from back of walls or limit of construction.
- f. Two (2) ft. from back of sidewalk on frontage roads.
- g. Drainage and construction easements as required.
- h. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- i. Limited access right-of-way limits per Index 450.

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2022

SUBJECT: Approval of Supplemental Agreement No. 2 with
GAI Consultants, Inc. for Design Consultant Services
for Poinciana Parkway Extension – Segment 2
Project No. 538-235, Contract No. 001648


Board approval of Supplemental Agreement No. 2 with GAI Consultants, Inc. for a not-to-exceed amount of \$181,312.90 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional design services.

Original Contract	\$6,200,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	<u>\$ 181,312.90</u>
Total	\$6,381,312.90

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2022, 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 GAI CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021 (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 February 4, 2022 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 141,780.55 to \$3,808,793.00.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$39,532.35 to \$2,537,796.55 as follows:

•TEDS	\$39,532.35
-------	-------------
 - d. The Allowance remains unchanged at \$34,723.35.
 - e. The Total Maximum Limiting Amount is adjusted upward by 181,312.90 to \$6,381,312.90.
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

GAI CONSULTANTS, 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: February 17, 2022
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on February 4, 2022 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for revised drainage design and revised limits of the project along US 17/92 and SR 538 not included in the original scope of services.

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

\$ 141,780.55	Total Additional Fee for GAI as Prime
\$ 39,532.35	Total Additional Subconsultant Fees
\$ 181,312.90	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$181,312.90.

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

cc:

Keith Jackson, PE Dewberry
File



Exhibit "A"

Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

Date: February 4, 2022

Project: SR 538 Extension (Segment 2)

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

**RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92
Request for SA 2
CFX 538-235 (Contract No. 001648)**

Dear Mr. Hawthorne,

Enclosed you will find a request for SA 2 on the above referenced project. This request is for the additional drainage/pond redesigns, traffic modeling to support the Interchange/ICE analysis, additional box culvert for FDOT District One and miscellaneous scope changes to ITS and lighting. This request is for both GAI and TEDS.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely,
GAI Consultants, Inc.

A handwritten signature in blue ink that reads "Mark A. Owen".

Mark A. Owen, P.E.
Project Manager

Direct: 321-319-3121
Mobile: 407-451-0454
m.owen@gaiconsultants.com

SR 538 (Poinciana Pkwy) Segment 2
Contract No. 538-235

Supplemental Amendment No 2

Scope of Services: The following Scope of Services is proposed for additional services on the roadway, drainage, structures, traffic, lighting, and ITS design.

<u>Tab:</u>	<u>Description of Design Change or Additional Services</u>
6a, 6b, 8	Redesign of the stormwater ponds: The original design was based on the approved Pond Site Report. Based on the availability of remnant parcels, the pond sites were moved, which required a redesign of the pond systems. Once complete, it was determined that a new parcel east of the G5 Church property had become available, which required an additional redesign of the pond system. Please note that the survey and geotechnical effort for these changes was included in Supplemental Agreement No. 1.
5, 6a, 6b, 8	Modifications due to the matchline shift between the design segments: Due to deep muck issues, the bridge structure on the adjacent segment of SR 538 was shifted, which required modifications to the plans, profile grades and cross sections. Along with the mainline and ramp profile grade modifications, it was determined that the drainage from the adjacent segment could no longer be routed to the G5 pond. This required a redesign of the G5 pond.
6a, 6b, 9, 18	Additional box culverts on US 17/92: During the design phase, a new box culvert was identified on US 17/92 which required extension. GAI will provide the structural design of the box culvert, including associated drainage design and coordination with FDOT District One. This includes two additional BHR reports required by FDOT District Five
19	Traffic analysis: To receive approval from FDOT District 5 for the DDI interchange configuration, it required the design team to provide additional traffic modeling, signal warrant analysis and ICE analysis.
23, 24	Lighting plans: In the original proposal, the lighting design was based on a project length of 6500 feet. The actual project length is 9520 feet, which is an increase of approximately 50% from the original estimate. This required an increase in lighting design and sheet counts.
33, 34	ITS design: After completion of the 60% plans, it was determined that additional ITS design and details were necessary. This included new ITS details, extensive coordination with Duke transmission for ADMS placement, incorporation of some new standards, and redesign to share power services with the adjacent Project # 538-234 (WGI Prime).

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 16th day of July, 2021, 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 G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020 (“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 May 28, 2021 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 remain unchanged at \$3,667,012.45.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$400,061.14 to \$2,498,264.20 to include the following:

•Tierra	\$189,171.14
•WBQ	\$155,825.16
•Maser	\$55,064.84
 - d. The Allowance is adjusted downwards by \$400,061.14 to \$34,723.35.
 - e. The Total Maximum Limiting Amount remains unchanged at \$6,200,000.00.
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 Digitally signed by Aneth Williams
Date: 2021.07.19 16:21:38 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter
DN: E=leadbetter@gaiiconsultants.com,
OU=Kevin R. Leadbetter
Date: 2021.07.19 09:47:29-04'00'
Print Name: Kevin Leadbetter
Title: Senior Vice President

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

Laura N. Kelly, Digitally signed by Laura N.
Kelly, Associate General Counsel
Date: 2021.07.19 15:54:55
-04'00'
Associate General
By: Counsel

Diego "Woody" Rodriguez
General Counsel

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GAI CONSULTANT, INC.**

POINCIANA PARKWAY EXTENSION SEGMENT 2

CONTRACT NO. 001648, PROJECT 538-235

**CONTRACT DATE: JUNE 11, 2020
CONTRACT AMOUNT: \$6,200,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, SCHEDULE, AND POTENTIAL
NON-CONFLICT DISCLOSURE FORM**

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND POTENTIAL NON-CONFLICT DISCLOSURE FORM

FOR

**POINCIANA PARKWAY EXTENSION SEGMENT 2
PROJECT 538-235**

DESIGN SERVICES

CONTRACT NO. 001648

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 11th day of June 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 GAI Consultants, Inc., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 618 E South St., Suite 700, 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 Poinciana Parkway Extension Segment 2 identified as Project 538-235 and Contract No. 001648.

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	Brindley Pieters and Associates, Inc. Class I
Maser Consulting P.A. Class I	Maser Consulting P.A. (Survey) Class II
Traffic Engineering Data Solutions, Inc. Class I	Tierra, Inc. Class II
WBQ Design & Engineering, 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 \$6,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 618 E South St., Suite 700, Orlando, FL 32801

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records

subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of

that statute are not otherwise applicable to the matters as set forth herein.

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred to 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: GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Mark Owen, P.E.

GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Scott Bear, P.E.

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]
- Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on June 11, 2020.

GAI CONSULTANTS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

BY: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.07.09 16:28:17 -04'00'
Director of Procurement

Print Name: Kevin Leadbetter, PE

Print Name: _____

Title: Sr. Vice President

Effective Date: _____

ATTEST: 
Secretary or Notary



Approved as to form and execution, only.

**Diego "Woody"
Rodriguez** Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.07.09 16:13:12 -04'00'
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 538 EXTENSION (Segment 2) FROM
Osceola Polk Line Road (CR 532) to Orange Blossom
Trail (US 17/92)**

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 20, 2020

Exhibit A
SCOPE OF SERVICES
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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 / specifications for the proposed S.R. 538 extension from Osceola Polk Line Road (CR 532) to Orange Blossom Trail (SR 600, US 17/92). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between CR 532 and US 17/92, interchange ramps to/from CR 532 and US 17/92 (to/from the north only), and widening US 17/92 to sufficiently accommodate the proposed interchange. This project will include construction of new bridge structures for the SR 538 main line and interchange ramps over CSX RR, Old Tampa Highway, and US 17/92, and new toll collection facilities for the ramps to/from CR 532. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, right-of-way mapping, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 538 extension from CR 532 to US 17/92.
- 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 a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX’s Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (18) 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 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 updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans
 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), 2011 edition
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
 7. CFX Design Guidelines 2020 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 all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ 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	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane 14 (12 paved)	Single Lane 6 (4 paved)	8 (4* paved)
Left	14 (12 paved)	6 (2 paved)	2 (2 paved)
			* min. 5' paved
Right	6-Lane 14 (12 paved)	Dual Lane 10* (8* paved)	
Left	14 (12 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane 10	Single-Lane 6	
Left	6	6	
Right	6(or more)-Lanes 12	Dual Lane 10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the 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 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. 538 extension from CR 532 (Station XXX +/-) to just south of the US 17/92 bridge (Station XXX +/-). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between CR 532 and US 17/92, interchange ramps to/from CR 532 and US 17/92 (to/from the north only), and widening US 17/92 to sufficiently accommodate the proposed interchange. This project will include construction of new bridge structures for the SR 538 main line and interchange ramps over CSX RR, Old Tampa Highway, and US 17/92, and new toll collection facilities for the ramps to/from CR 532. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, 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 all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP, FAA, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

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

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Horizontal alignment of SR 538 and US 17/92
2. Vertical alignment of SR 538 and US 17/92
3. Potential wall locations along SR 538
4. Pavement analysis
5. Hydroplaning Analysis
6. Drainage pond locations
7. Utility relocations

4.4 Surveys and Mapping

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

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

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

The Authority will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines all work performed by the Authority or its designee.

The Authority 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.

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 SR528, US17/92, and CR532 alignments, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by the Authority.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. CFX to supply Cross-sections at 1000' intervals along the mainline to verify DTM.
3. 12.78 acres of off pavement topographic survey to fill in obscure areas of DTM based on GEC provided LiDAR Survey. Southern limit is Sta 104+00.

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 (N/A)

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

I. Bridge Survey (N/A)

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any 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: anticipate $\pm xx$ mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

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. 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.

Locates needed to support Geotechnical Investigation shall be coordinated as follows:

1. Geotech submits boring location plan to EOR as pdf and kmz
2. EOR identifies potential conflicts based on survey/SUE and sends BLP (pdf & kmz) and any conflicts to GEC PM

3. GEC PM provides list of conflicts and kmz of all soil borings to GSC for review
4. GSC to confirm potential conflicts and respond to EOR and GEC & CFX PMs
5. EOR or their designee to coordinate directly with CFX FON Locate Technician for field locates. Only areas of potential conflict will be located.
6. Locate schedule to be agreed upon by CFX FON Locate Technician, Geotech, Survey/SUE, and EOR
7. Sunshine One Call tickets submitted by EOR
8. CFX to respond with “8 Unmarked - Ongoing Project”

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, 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 all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water

table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

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

4.6 Contamination Impact Analysis

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

4.7 Pavement Design

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

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

13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

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

B. Utility Coordination

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

companies for all utility relocation or adjustments required to accommodate construction.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 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 the Authority 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.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Typical roadway details
 8. Plans and profiles (plans at 1" = 50' scale)
 9. Interchange layout plans
 10. Ramp Terminal Details

11. Crossroad plans and profiles (1" = 50' scale)
12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 - a. Earthwork quantities
13. Traffic Control Sheets including Temporary Drainage
14. Utility Adjustment Sheets - as deemed necessary
15. Details
16. Special provisions
17. Special specifications

4.12 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 type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 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.

4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Prepare a pond siting 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 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. 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
- D. Perform an under-deck lighting analysis

4.15 Traffic Engineering

- A. Traffic Data
 - 1. Traffic data will be furnished by the Authority.
 - 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 all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 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 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. (Include provisions for WWD requirements)
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.17 Signalization Plans

- A. Signal plans will be needed for the single-point interchange at US 17/92 and may be needed for the ramps at CR 532.
- B. 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.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.18 Right-of-Way Surveys

- A. Section Line Ties
 1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepare new Certified Corner

Record forms.

2. Perform all 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 all 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 the Authority, and copies of electronic files on CDROM, with certification attached.

4.19 Certified Right of Way Control Survey

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 22" x 34". The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 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 the Authority. The surveyor shall furnish the Authority 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 the Authority for review at the following stages of completion, with data as specified.

A. 30% Right of Way Control Survey - (Key Maps)

1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.
2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.
3. All Subdivision and Condominium boundaries with official names and recording information.
4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.
5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.

B. 60% Right of Way Control Survey - (Detail Sheets)

1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.
2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and

official name of each subdivision.

3. Key Maps with any revisions or corrections
- C. 90% Right of Way Control Survey
1. All revisions required to support the complete Right of Way Mapping.
- D. 100% Right of Way Control Survey
1. Signed and sealed copies and final CADD files
- E. Computer Mapping - All survey maps will be prepared using CADD and all submittals will include:
1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level.
 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 the Authority. 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.

The Consultant shall be responsible for determining and justifying additional rights of way required by their design. The Consultant shall make every effort to minimize the limits of right of way acquisition through the creative use of existing right of way. Right of Way Maps shall be prepared by CADD. The Consultant shall be responsible for preparation of an abbreviated Right-of-Way Map for the project consisting of a Detail Sheet for the two parcels anticipated to be needed for the project. The Right-of-Way Control Survey Maps will be utilized as the background for the Right-of-Way Maps.

Right of Way Maps shall be plotted on 22" x 34" at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to the Authority. 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 the Authority for review at the following stages of completion, with data as specified:

- A. 90% Right of Way Maps
 - 1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.
 - 2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.
 - 3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on all 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 appropriate CADD level .
- 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. The Authority shall furnish the Consultant the Title Search Reports for 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 Section 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 7.16 & 7.18. 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 County

and Municipality Right of Way.

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.

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 Intelligent Transportation Systems (ITS)

- A. Intelligent Transportation System 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 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 ITS details as necessary. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Intelligent Transportation System (ITS) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable splice details for new or relocated fiber optic cabling.
 - n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
 - o. Power interconnect, voltage drop calculations to support conductor size and transformer size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). 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. A maximum electrical conductor size of #2 AWG wire shall be used at a maximum service voltage of 480V. The designer shall design the electrical system around a Single-Phase system.
 - p. Design Methodology Report shall include voltage drop calculation to determine wire size and to accurately reflect a voltage drop through a transformer, 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 with roadway cross sections and drainage cross sections
 - v. Replacement 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. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, etc.) of the new roadway.
 - x. Installation of data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.
 - y. Installation of 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). Quantity of DMS sites to be determined with input from CFX and their representative.
 - z. Installation of traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.
 - aa. 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.
 - bb. Install new WWDS and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets at the following off-ramps:
 - o SR 538 EB off ramp to US 17/92
 - o SR 538 WB off ramp to CR 532
3. Upgrading other cabinet equipment as needed to meet current CFX

ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing ITS 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 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. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

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

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary

to complete its design.

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

4.24 Toll Gantry & Cabinets

Design and prepare plans for the gantries & toll cabinets as recommended for two ramp gantry locations. Plans and specifications shall include the following elements as needed to supplement CFX Standards & Specifications along with all other incidentals:

- A. Design of service cabinet, gantry, device layout, and FON patch panel, including all, structural, electrical and civil design.
- B. Concrete pavement design for the approach and exit to the gantry.
- C. Cost estimates based on lump sum pay items for Toll Facilities

4.25 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. Attend pre-award meeting with construction contractor, CFX, and

CFX's CEI.

- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still

apply.

- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

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

5.2 Traffic Data

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

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

7.4 Project Control

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

requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

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

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

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

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key

personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

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

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Design Report (Memorandum) (Electronic copies of all files in pdf format, and three (3) hard copy sets)
 2. 30% Roadway Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

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

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

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.

- e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.
 - h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown.
5. Cross Sections
- a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a. Geometric dimensions.
 - b. Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a. Striping layout.
 - b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a. Project description and number shown.
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.

- d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.
2. Drainage Maps
- a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.
3. Typical Section Sheets
- a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a. Geometric data shown.

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

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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


- d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
 - 5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
 - 6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
 - 7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
 - 8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
 - 9. Traffic Control Plans
 - 10. Signing and Pavement Marking Plans
 - 11. Signalization Plans
 - 12. Intelligent Transportation System (ITS) Plans
 - 13. Highway Lighting Plans
 - 14. Selective Clearing and Grubbing (if required)
- 7.19** 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20** Pre-Bid Plans
- 7.21** Bid Set

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 16, 2022

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for
Concept, Feasibility and Mobility Study for the SR 417
(Seminole Expressway) to Orlando Sanford International Airport Connector
Project No. 417-246, Contract No. 001868

Letters of Interest for the above referenced project was advertised on December 26, 2021. Three (3) responses were received by the January 11, 2022 deadline. Those firms were Jacobs, Kimley-Horn and Associates, Inc. and TranSystems Corporation.

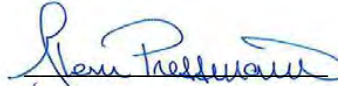
The Evaluation Committee reviewed the Letters of Interest and shortlisted all firms.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared it's final ranking on February 16, 2022. The result is shown below:

Ranking	Firm
1	Jacobs
2	Kimley-Horn and Associates, Inc.
3	TranSystems Corporation

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

LOI-001868 Technical Review Committee Meeting - February 16, 2022 Minutes

Technical Review Committee for **Concept, Feasibility, and Mobility (CF&M) Study for the SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector, Project 417-246, Contract No. 001868**, held a duly noticed meeting on Wednesday, February 16, 2022 at 9:00 a.m. in the Pelican Conference Room at CFX Administration Bldg., Orlando, FL.

Committee Members Present:

Glenn Pressimone, Chief of Infrastructure
Will Hawthorne, Director of Engineering
Dana Chester, Manager of Engineering
Jamison Edwards, Engineering Project Manager
Jean Jreij, Seminole County Representative

Other Attendees:

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

Presentations / Q and A:

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

Jacobs	09:00 – 09:40 a.m.
Kimley-Horn and Associates, Inc.	09:50 – 10:30 a.m.
TranSystems Corporation	10:40 – 11:20 a.m.


Evaluation Portion:

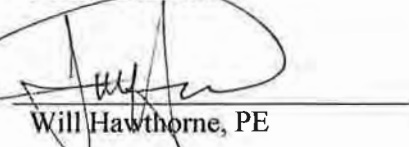
The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually scored the proposers and submitted them to Brad for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Jacobs	6	1
Kimley-Horn and Associates, Inc.	10	2
TranSystems Corporation	14	3

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

There being no other business to come before the Committee; the meeting was adjourned at 11:41 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, February 16, 2022 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Aneth Williams

Approved by: 
Will Hawthorne, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONCEPT, FEASIBILITY, & MOBILITY (CF&M) STUDY FOR
 THE SR 417 (SEMINOLE EXPRESSWAY) TO ORLANDO SANFORD INTERNATIONAL AIRPORT CONNECTOR
 PROJECT NO. 417-246
 CONTRACT NO. 001868R

CONSULTANT	Will Hawthorne	Glenn Pressimone	Dana Chester	Jamison Edwards	Jean Jreij	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
JACOBS	1	2	1	1	1	6	1
KIMLEY-HORN & ASSOCIATES, INC.	2	1	2	2	3	10	2
TRANSYSTEMS CORPORATION	3	3	3	3	2	14	3


EVALUATION COMMITTEE MEMBERS:


 Will Hawthorne

Wednesday, February 16, 2022


 Glenn Pressimone

Wednesday, February 16, 2022


 Dana Chester

Wednesday, February 16, 2022


 Jamison Edwards

Wednesday, February 16, 2022


 Jean Jreij

Wednesday, February 16, 2022

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Diego “Woody” Rodriguez, General Counsel *Woody Rodriguez*

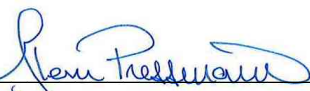
DATE: March 1, 2022

SUBJECT: Project Funding Agreement between the Central Florida Expressway Authority and the State of Florida Department of Transportation
Project No.: 528-163

The Central Florida Expressway Authority (“CFX”) is performing improvements to State Road 528, including replacing the existing high mast lighting system with conventional LED roadway lighting. The project is adjacent to and impacts portions of the lighting system on State Road 520 and State Road 528 maintained by the State of Florida Department of Transportation (“FDOT”). CFX and FDOT have negotiated a Project Funding Agreement which provides that CFX will, subject to reimbursement from FDOT, remove portions of the existing high mast lighting system located within FDOT maintained property and replace it with conventional LED roadway lighting.

Approval of the Project Funding Agreement between the Central Florida Expressway Authority and the State of Florida Department of Transportation is requested.

Reviewed by:



Glenn Pressimone, PE
Chief of Infrastructure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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PROJECT FUNDING AGREEMENT

FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

This Project Funding Agreement ("Agreement") is entered into this _____ day of _____, _____ (the "Effective Date") between the State of Florida Department of Transportation, an agency of the State of the Florida (the "Department") and Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes (the "Agency") (each a "Party" and collectively, the "Parties").

The Parties agree as follows:

- 1. Authority.** Section 339.12, Florida Statutes, authorizes the Department and other governmental entities in the State of Florida to enter into agreements by which the governmental entity agrees to perform a highway project or project phase in the Department's adopted work program that is not revenue producing and the Department agrees to reimburse the other governmental entity for the costs of the project. Section 339.12(4), Florida Statutes, also authorizes the Department and other governmental entities in the State of Florida to enter into agreements by which the governmental entity agrees to perform a project or project phase not included in the adopted work program, but which is a high priority of the governmental entity, reimbursement for the costs of which may be made by the Department from funds appropriated by the Legislature pursuant to section 339.135(5), Florida Statutes. The governing body of the Agency has authorized the Agency to perform the project or project phase identified in this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide the terms and conditions under which the Agency will perform the removal of existing high mast lighting system and replace it with conventional LED roadway lighting within the Department's maintenance limits of the State Road 528 and State Road 520 interchange at the locations more particularly depicted on Exhibit A-1 (the "Project"). The Project is more particularly described in Exhibit A to this Agreement.
- 3. The Project.** The Agency agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable laws and the terms and conditions of this Agreement. Exhibit A identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of Project scope elements. All Project activities must be consistent with the scope described in Exhibit A. An amendment to this Agreement is required for any proposed change in

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the scope of work. The Agency shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed to the Agency for the construction phase.

4. Term of Agreement. The term of this Agreement and the period for performance of the Project under this Agreement extends from the Effective Date and ends (hereinafter referred to as the "Completion Date") at the expiration of a twenty-four (24) month period immediately following the Department's issuance of its Notice to Proceed to Agency. If the Agency does not complete the Project on or before the Completion Date, this Agreement will expire, unless the Completion Date is extended by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Project.

5. Project Costs.

a. The total Department funding available for the Project is Two Million, Seventy-Five Thousand, Sixty-One Dollars and Zero Cents (\$2,075,061.00) ("Department Funding") as more fully described in Exhibit B. An amendment to this Agreement is required for any re-budgeting of Project funds provided under this Agreement.

b. The Department Funding may be increased or reduced following receipt of the actual bid amounts for the Project by execution of an amendment to this Agreement. The Agency agrees to bear all costs it incurs to complete the Project in excess of the Department Funding.

Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of an amendment to this Agreement. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the Agency's contract award amount.

c. Project costs incurred by the Agency prior to the Effective Date or after the Completion Date or other termination of this Agreement will not be eligible for reimbursement by the Department. If the Project is not included in the first year of the Department's adopted work program for the state fiscal year that includes the Effective Date, it is understood that Department participation in eligible Project costs is subject to:

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 7.g. and 7.h. of this Agreement; and
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement.

6. Requests for Reimbursement.

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a. Requests for reimbursement by the Agency shall include an invoice, progress report and supporting documentation for the period of work being billed that are acceptable to the Department. 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 as described in Exhibit C, Contract Payment Requirements. Requests for reimbursement and supporting documentation shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in Exhibit A. Supporting documentation must substantiate the amount of progress made on the Project in a quantifiable, measurable, and verifiable manner, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency. Supporting documentation must also establish to the Department Project Manager's satisfaction that deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met. The Agency shall submit requests for reimbursement to the Department no more often than monthly and no less than once every 90 days (quarterly). If the Agency fails to submit quarterly invoices to the Department, and such failure results in the loss of state appropriation authority, the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project.

b. Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement.

Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers. If compensation for travel is authorized under this Agreement and by the Department's Project Manager, the Department shall not compensate the Agency for lodging/hotel expenses in excess of \$150 per day (excluding taxes and fees). The Agency may expend its own funds to the extent lodging/hotel expenses incurred by the Agency, its consultants or contractors, exceed \$150 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve reimbursement to the Agency for lodging/hotel expenses in excess of \$150 per day.

c. The Agency must submit the final invoice on the Project to the Department within 120 days of the Completion Date or completion of the Project, if earlier. Invoices submitted after the 120-day time period may not be paid.

d. If this box is selected, the Project is not included in the first year of the Department's adopted work program for the state fiscal year that includes the Effective Date. The Department will only reimburse the Agency in accordance with section 339.12, Florida Statutes. The Agency will not invoice the Department for Project costs until July 1 of the state fiscal year(s) the Project is scheduled in the Department's work program as of the Effective Date. After receipt of properly documented invoices and supporting documentation as otherwise required in this Agreement, payment(s) will be made to the Agency to reimburse eligible Project costs in annual amounts equal to the amounts programmed in the Department's adopted work program in each state fiscal year, up to the amount of eligible Project costs incurred after the Effective Date.

7. Payment.

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a. Subject to other provisions of this Agreement, the Department will reimburse the Agency for eligible Project costs, up to the amount of the Department Funding. Notwithstanding any other provision of this Agreement, the Department may elect by written notice not to make a payment if:

i. The Department determines that the Agency has misrepresented a material fact in any documents submitted to obtain the Department Funding under this Agreement, or any document or data furnished pursuant to this Agreement;

ii. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments for the Project;

iii. The Agency takes any action on the Project which, under this Agreement, requires the approval of the Department or makes a related expenditure or incurs related obligations without Department approval when required;

iv. There has been any violation of the conflict of interest provisions contained in this Agreement; or

v. The Department determines the Agency is otherwise in default under any provisions of this Agreement.

b. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box is selected, advance payment is authorized for this Agreement and Exhibit D, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

c. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.

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d. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, 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 the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

e. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

f. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made to the Department within 60 days of receipt of such demand by the Agency. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

g. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

h. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

8. Records.

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a. The Agency shall establish for the Project, consistent with the Department's program guidelines/procedures, separate accounts to be maintained within its existing accounting system or separate independent accounts ("Project Accounts"). The Agency shall charge to the Project Accounts all eligible costs of the Project, except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed Department funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, as described in Exhibit C, Contract Payment Requirements.

b. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Agency's contractors and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

d. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project in a format and at such time as required by the Department.

e. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require. The Department may, at its discretion, require a progress report on a monthly basis. The progress report will include details of the progress of the Project towards meeting the requirements of the Agreement.

9. **Design and Construction Standards; Required Approvals.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Standard Plans, and the Manual on Uniform Traffic Control Devices (MUTCD), as more specifically provided in Exhibit E, Terms and Conditions of Construction. The Agency shall submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

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a. Permits. The Agency is responsible for obtaining all permits necessary for the Project that have not been separately obtained by the Department prior to the Effective Date. The Agency will provide copies of issued permits to the Department for work within Department right of way.

b. Qualified Contractors. The Agency shall hire a qualified contractor using the Agency's normal competitive bid procedures, modified as necessary to comply with the requirements of this Agreement, to perform the construction work for the Project. The Agency shall award the contract for construction of the Project to a Department prequalified contractor which is the lowest responsive and responsible bidder in accordance with applicable state law, rules, and regulations. The Agency shall submit a copy of the bid tally sheet(s) and awarded bid contract to the Department.

c. CEI. The Agency is responsible for provision of Construction Engineering Inspection (CEI) services. The Agency shall hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Agency may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Agency staff that meet the requirements of this paragraph, or a combination thereof.

d. Design. If the Project includes design work, including post-design work, the Agency is responsible for the preparation of all design plans for the Project required to deliver the Project. The Agency shall hire a Department pre-qualified consultant for the design phase of the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual on Uniform Traffic Control Devices and AASHTO's publication A Policy on Geometric Design of Highways and Streets.

e. Consultant Conflicts of Interest. The Agency shall comply with the Department's current Conflict of Interest Procedure in employing consultants for the Project (currently Department Procedure 375-030-006).

f. Department Plans Review. The Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will provide the Agency with written approval of any approved portions of the Project plans and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will provide the Agency with a written approval of the remaining Project plans. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department. Because the Project will be located on, under or over Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards

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of the Department, as provided in Exhibit E, Terms and Conditions of Construction. In its sole discretion, the Department may reject designs which it determines do not meet Department standards.

g. Final Plans. The Agency will provide copies of the final design plans and specifications and final bid documents to the Department's Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

f. Bonds and Guaranty of Payment of Claims. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law and the Department's Standard Specifications for Road and Bridge Construction (2020), as amended. The Agency shall require the Agency's contractor to guaranty the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the performance of the Project. The Department's final acceptance and payment shall not release the contractor's bond until all such claims are paid or released.

g. Performance of Construction Work. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency and Department standards.

j. Public Safety. The Agency is responsible for ensuring the safety of the public during all phases of Project construction. The Agency and its contractors shall request authority to and take appropriate action to restrict or prohibit travel on any public road when required to protect the traveling public. The Agency shall follow Department procedures for road closures. Notwithstanding anything to the contrary in any Department or other governmental procedure, if the Agency, or its contractors, become aware of circumstances related to the Project that could present an imminent risk of harm to the travelling public, the Agency shall, and shall require its contractors to, immediately take all appropriate steps to protect the public, including requesting immediate closure of any transportation facility.

k. Completion of Construction. Upon completion of the work authorized by this Agreement, the Agency shall certify to the Department in writing, in the form attached as Exhibit F, that construction of the Project has been completed. For all Project work that originally required certification by a professional engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a State of Florida Licensed Professional Engineer, the form of which is attached as Exhibit G. If any deviations are found from the approved plans, the certification shall include a list of all deviations and the justification for each deviation.

l. As-Built Plans. The Agency shall provide the Department with as-built plans of any portions of the Project funded through this Agreement following Project acceptance.

10. Termination and Suspension.

a. Generally. If: (i) the Agency abandons the Project; (ii) the Agency fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department

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may terminate any or all of its obligations under this Agreement. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

b. Actions Upon Termination or Suspension. Upon receipt of any final termination or suspension notice from the Department, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

11. Contracts of the Agency.

a. Approval Required. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. Consultant Services. The Agency acknowledges and agrees that any Project consultant contract for engineering, architecture or surveying services must be procured in compliance with the provisions of Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all applicable project agreements funded under this Agreement. The Agency hereby certifies to the Department that the selection of the engineering, architecture and surveying services have been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act.

c. Design and Construction Services. Except as otherwise authorized in writing by the Department, the Agency shall include the applicable provisions required by all applicable Department and Florida's Turnpike Enterprise procedures, guidelines, manuals, standards, and directives in all contracts for design and construction of the Project.

d. Preference for State Residents. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project fifty (50) percent or more of the cost of the Project is to be paid from state-appropriated funds, the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

e. Force Account Work.

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- If this box is checked, the Agency is permitted to utilize its own forces in performing the Project. If the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

f. Claims and Requests for Additional Work. The Agency shall have sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part under this Agreement. The Agency shall, and shall require its contractors to, take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. If the Project includes construction, the provisions of this paragraph are part of this Agreement. The Agency and Department each agree to maintain any portion of the Project located within the maintenance limits as shown in Exhibit I. This provision will survive termination or expiration of this Agreement.

14. Project Property.

a. Upon final acceptance of the Project or by a later date as determined by the Parties, it is the intent of the Parties that all portions of the Project that form a part of the State Highway System will be owned by the Department. The Agency agrees to execute any documents reasonably required by the Department to evidence such ownership.

b. Tangible Personal Property.

- This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
or:

- This contract includes the purchase of Tangible Personal Property as defined in Chapter 273, Florida Statutes, and is acquired in accordance with Rule 60A-1.017, Florida Administrative Code. The specific property(ies) and line-item cost(s) is(are) detailed in Exhibit I, and will be subsequently transferred to and controlled by the Department upon completion of services or end of the contract, whichever occurs first. Upon receipt of property, the Agency shall forward to the Department a copy of the purchase invoice/property description/serial number and date of receipt. The Department will forward inventory control label(s) to be affixed to all property. The Agency will accommodate physical inventories required by the Department.

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15. Restrictions, Prohibitions, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

a. Convicted Vendors. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c. Certificates of Qualification. An entity or affiliate who has had its Department issued certificate of qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Code of Conduct. The Agency has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

e. Unauthorized Aliens. The Department shall consider the employment by the Agency of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Agency knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-

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Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

g. Resolution of Conflicts. The Florida's Turnpike Enterprise's Executive Director is hereby authorized and empowered to decide all difficulties, disputes, and conflicts involving traffic safety, construction, maintenance of traffic, and maintenance within the Department's right-of-way that may occur in connection with the performance of this Agreement. The Florida's Turnpike Enterprise's Executive Director's decision upon all questions, difficulties and disputes shall be final and conclusive upon the parties hereto.

16. Indemnification and Insurance.

a. Indemnification. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

b. Agency Contracts. The Agency agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"The Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

c. Workers' Compensation. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Agency shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Agency shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

d. General Liability. If the Agency elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Agency may self-insure and proof of self-insurance shall be provided to the Department. If the Agency elects to hire a contractor or consultant

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to perform the Project, then the Agency shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Agency shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

e. Railroad Protective Liability. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations 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 Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

f. Utilities. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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g. Insurance Requirement Updates. To the extent the Department's Standard Specifications for Road and Bridge Construction, as revised at the time the Agency enters into any contract for construction of the Project, require higher or different insurance coverages, the requirements of the Standard Specifications shall control.

17. Legal Requirements.

a. General. The Agency acknowledges that legal requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

b. Equal Opportunity and Non-Discrimination. In connection with the carrying out of the Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all statutes and implementing regulations relating to nondiscrimination.

c. Environmental Regulations. Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in accordance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

d. Compliance with Public Records Laws. The Agency agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the Agency receives a public records request concerning its work undertaken pursuant to this Agreement, the Agency must take appropriate action as required by Chapter 119, Florida Statutes. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

e. Right of Way. If the Project includes the acquisition of any right-of-way, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

f. Federal Funding. The receipt of federal funds by Agency for use in the planning, design, or construction of the Project, or for any other purpose in connection therewith, shall constitute a material alteration of this Agreement and Department shall have the right at its discretion, to terminate this Agreement, deny any of its approvals hereunder, and in the event Department has granted any approval hereunder, to withdraw such approval.

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g. Revenue. All revenue generated by the Project interchange shall be the sole property of the Department.

h. Bond Resolutions/Covenants. Agency shall take no action which would be in contravention of any bond resolutions and indentures or impair the integrity of any bond covenants of the Department, or its Florida's Turnpike Enterprise.

i. Access to Turnpike System. Unless otherwise authorized by the Department, no access to the Project area, other than at public access points, subject to the same conditions as public users, shall be had by Agency.

18. Miscellaneous Provisions.

a. Prohibited Interests. The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.
- iv. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in the Project, and shall require its contractor to insert in each of their subcontracts, the following provision: "No member, officer or employee of the Agency or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof".

b. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Agency. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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c. **Relationship of Parties.** The Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

f. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.

g. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained in this Agreement, unless the omission of the invalid or unenforceable provision would cause this Agreement to violate any applicable law or fail its fundamental purpose.

h. **Bonus or Commission.** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the financing hereunder.

i. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following addresses:

If to the Department:

Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

If to Agency:

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Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

j. Agreement Format. All words used in this Agreement 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.

k. JURY TRIAL WAIVER. THE AGENCY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

l. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall the Agency or the Department be liable to each other for any indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise, even if the party has been advised that such damages are possible. The limitation of remedies provided in the preceding sentence shall survive the expiration or termination of this Agreement.

m. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

n. State Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

o. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all contracts for performance of the Project the obligation to comply with Section 20.055(5), Florida Statutes.

p. Agreement not Assignable. The Agency may not assign any of its rights or obligations under this Agreement.

q. Amendments. This Agreement may not be amended, except by a writing signed by both Parties.

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PROJECT FUNDING AGREEMENT

r. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Department Funding
- Exhibit C: Contract Payment Requirements
- Exhibit D: Advance Project Reimbursement
- Exhibit E: Terms and Conditions of Construction
- Exhibit F: Certificate of Completion
- Exhibit G: Engineer's Certificate
- Exhibit H: Tangible Personal Property
- Exhibit I: Maintenance Memorandum of Agreement
- Additional Exhibit(s): _____, are attached and are part of this Agreement

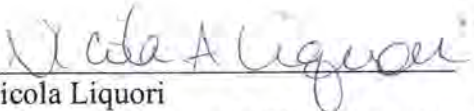
[signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed by the last party executing and inserted in the opening paragraph by the Department.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Nicola Liquori
Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise

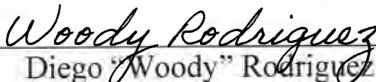
By: _____
Laura Kelley
Executive Director

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

Legal Review (Department)

 FOR
JAMES HERTZ

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 24 day of February, 2022 for its exclusive use and reliance.

By: 
Diego "Woody" Rodriguez
General Counsel

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EXHIBIT A
PROJECT DESCRIPTION AND
RESPONSIBILITIES

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)):

1. Department is authorized by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System. Florida's Turnpike Enterprise ("FTE"), a district of Department, is authorized under Section 338.2216(2), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Florida Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes;

2. Agency owns and operates the Central Florida Expressway Authority System, a system of limited access toll roads. FTE owns and operates the Turnpike System, a system of limited access toll roads. S.R. 528 is a limited access toll road connecting Central Florida to the East Coast of Florida, portions of which are owned, operated, and maintained by Agency as part of the Central Florida Expressway System and portions of which are owned, operated and maintained by FTE as part of the Turnpike System. The eastern jurisdictional limit between the Central Florida Expressway Authority System and the Florida Turnpike System on S.R. 528 is at the S.R. 520 Interchange;

3. Agency has completed its design phase for the replacement of the interchange lighting at the S.R. 528 and S.R. 520 Interchange, Agency Project No. 528-163 (hereinafter referred to as the "CFX Project"), which also includes final design plans for Project, which likewise consist of removing the existing high mast lighting system and replacing it with conventional LED roadway lighting within the FTE and Department's District 5 maintenance limits of the S.R. 528 and S.R. 520 interchange. Presently, there are two load centers at the S.R. 528 and S.R. 520 interchange, which are maintained by Agency. This Agreement will result in the inclusion of the construction of the Project with construction of the CFX Project and combined, will ultimately provide a separate and distinct load center for Agency, FTE, and District 5, respectively.

4. The Agency shall execute all necessary agreements, forms, or documents to effectuate and fulfill the intent of this Agreement, including, but not limited to, Department project funding agreements, joint use pond agreements, bridge and right-of-way/jurisdictional transfer agreements, right-of-way agreements, construction agreements, operations agreements, maintenance agreements, permits, aerial/airspace agreements. This provision shall survive the expiration or earlier termination of this Agreement.

B. Project Location (limits, city, county):

Illustration/graphic/map of project area is applicable and attached to this Exhibit A-1.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The Project consists of removing the existing high mast lighting system and then replacing it with conventional LED roadway lighting within the Department's maintenance limits of the S.R. 528 and S.R. 520 interchange, including the replacement of the existing roadway lighting along the eastbound on and westbound off ramps.

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D. Unallowable Costs (including but not limited to): Any costs not explicitly provided for in this Agreement.

E. Department Project Manager. The Department's Construction Project Manager and Production Project Manager for the Project, and contact information, are: Fernando Gomez, PE (email: Fernando.Gomez@dot.state.fl.us) and Jasmi Alemany, PE (email: Jasmi.alemany@dot.state.fl.us), respectively.

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EXHIBIT A-1
PROJECT LOCATION



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EXHIBIT B
DEPARTMENT FUNDING

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Agency for the Project services detailed in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

Department estimates the construction cost to remove the existing high mast lighting system and replacing it with conventional LED roadway lighting to be \$1,836,337.00. This estimate includes (but is not limited to) removal of high mast and conventional lighting poles, conductors, and underdeck luminaire; construction of new lighting poles, two load center, power service, conduit, pull boxes, service pole, underdeck lighting, pole cable distribution system, sod; mowing, erosion control, maintenance of traffic (MOT), and mobilization.

Department has programmed its own estimated construction cost to remove and replace the high mast lighting system under FPID 446905-1-58-01 (\$1,836,337.00). The Department has also programmed \$238,724.00 under FPID 446905-1-68-01 for CEI services, for a total Department funding of \$2,075,061.00.

3.0 SCHEDULE OF FUNDING:

The Agency shall submit monthly invoices and shall include a progress report and supporting documentation for the period of work being billed that are acceptable to the Department.

Invoices shall be submitted to: Florida Department of Transportation

Department Project Manager

P.O. Box 613069

Ocoee, Florida 34761

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EXHIBIT C

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.fldfs.com/aadir/reference_guide.htm.

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EXHIBIT E
TERMS AND CONDITIONS OF CONSTRUCTION

1. Construction Standards and Required Approvals.

- a. The Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Any construction phase work performed prior to the execution of this Agreement or receipt of the Department's Notice to Proceed is not subject to reimbursement.
- b. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- c. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- d. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- e. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2021), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Standard Plans, the Manual on Uniform Traffic Control Devices (MUTCD), FTE Turnpike Design Handbook ("TDH"), FDOT General Tolling Requirements (GTR), and FDOT Construction Project Administration Manual (CPAM). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual, the National Electric Safety Code (N.E.S.C), and latest editions of the National Electrical Code (N.E.C.)(collectively, the "Standards and Specifications"). Agency shall submit via Florida's Turnpike Enterprise ("FTE") Project Solve Sharepoint project site the construction plans, shop drawings, Requests for Information (RFIs), lane closure requests, building inspection requests, material test requests, calculations and as built plans for review, comment, and approval within a reasonable time prior to any work being commenced, or final project acceptance as approved by FTE. FTE and the Agency shall cooperate in good-faith to coordinate construction of the Project. The Agency will submit to FTE for approval any Pre-bid questions and responses pertaining to the Project. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Fernando Gomez, PE or an appointed designee.

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- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Standard Plans, Index 102-600 series. Any MOT plan developed by the Agency that deviates from the Department Standard Plans must be signed and sealed by a professional engineer, licensed in the State of Florida. MOT plans will require approval by the Department prior to implementation. If lane closures are required during construction or maintenance, they must comply with the provisions outlined in the Florida's Turnpike Enterprise Lane Closure Policy and Guidelines. This policy and guidelines can be electronically found at <https://floridasturnpike.com/business-opportunities/design/traffic-operations/> or by contacting the Traffic Operations Center in Ocoee, Florida at (407) 264-3363. In the case of extreme traffic or weather conditions, FTE may be required to remove lane closure operation from the roadway and/or right of way. Compliance with the FTE's U-turn and Heavy Truck Turn-Around policy must also be adhered. This policy is available online at: <https://floridasturnpike.com/business-opportunities/design/traffic-operations/>
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Please note: FTE owned facilities are not located through Sunshine State One Call of Florida, Inc (811).
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities. The Agency will provide issued copies of permits to the Department of permits for work within Department right of way.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.
- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project. Please

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY SYSTEM
PROJECT FUNDING AGREEMENT

note: The Department's Materials Acceptance and Certification System (MAC) is available for the Agency, the CEI and the Contractor to utilize during the Project.

- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental 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 Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies)

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STATE HIGHWAY SYSTEM
PROJECT FUNDING AGREEMENT

at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be per FTE's Lane Closure Policy.
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Stephanie Eisenberg, Email: stephanie.eisenberg@dot.state.fl.us, Phone Number: 407-264-3064

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit a Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY SYSTEM
PROJECT FUNDING AGREEMENT

EXHIBIT F

NOTICE OF COMPLETION

PROJECT FUNDING AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Project Funding Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___. All work has been completed in compliance with the Project construction plans and specifications and the Project is suitable for its intended purpose.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY SYSTEM
PROJECT FUNDING AGREEMENT

EXHIBIT G

ENGINEER'S CERTIFICATION OF COMPLIANCE

PROJECT FUNDING AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Project Funding Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

P.E.

By:

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY SYSTEM
PROJECT FUNDING AGREEMENT

EXHIBIT I

MAINTENANCE MEMORANDUM OF AGREEMENT

1. The Parties agree to the following post-construction maintenance responsibilities for the Project and that the post-construction maintenance jurisdiction for each Party shall be based upon Exhibit I-1 titled "Maintenance Map" attached herein and made part hereof.

a. Agency Post-Construction Maintenance Responsibilities

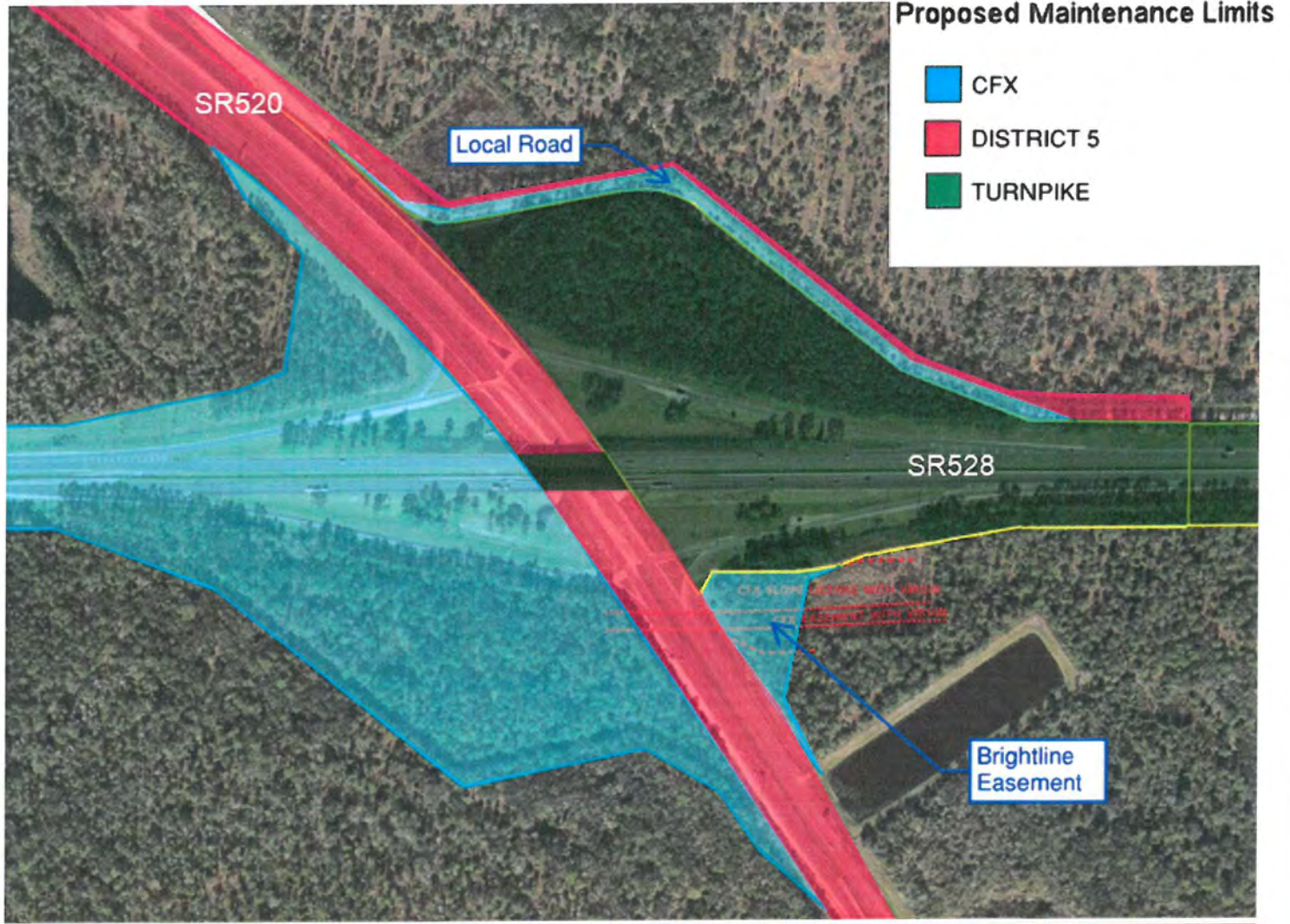
- i. Agency post-construction maintenance responsibilities shall begin immediately following final acceptance of the Project by Department and shall be in accordance with the Project Funding Agreement and shall occur in the areas designated as "CFX" in Exhibit I-1.
- ii. Agency post-construction maintenance activities within the Department's right-of-way shall be in accordance with the FDOT Maintenance Rating Program Handbook, incorporated by reference.
- iii. The Agency shall notify the Florida's Turnpike Enterprise's Permits Office at least 48 hours (two working days) prior to performing any routine or periodic maintenance that may be required on portions of the lighting system installed within FTE's right-of-way. The Florida's Turnpike Enterprise's Permits Office will review the work and traffic control plan for compliance with FTE Standards and Specifications and compliance with FTE's Lane Closure Policy, incorporated by reference.
- iv. Should the Department identify maintenance deficiencies within the FTE right-of-way impacting system functionality or FTE maintenance rating, the Agency shall, upon notification of the deficiencies by the Department, make all necessary corrections to bring the deficiencies into compliance. Should the Agency fail to perform the required work, and following a determination by FTE's Executive Director, FTE will perform the work and bill the Agency for all associated charges.

b. Department Post-Construction Maintenance Responsibilities

Department post-construction maintenance responsibilities shall begin immediately following final acceptance of the Project by Department and shall be in accordance with the Project Funding Agreement and shall occur in the areas designated as "District 5" and "Turnpike" in Exhibit I-1.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY SYSTEM
PROJECT FUNDING AGREEMENT

EXHIBIT I-1
Maintenance Map




**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 18, 2022

SUBJECT: Approval of Second Contract Renewal with Protiviti, Inc. for
Internal Auditor Services
Contract No. 001391

Board approval is requested for the second renewal of the referenced contract with Protiviti, Inc. in the amount of \$600,000.00 for one year beginning July 1, 2022 and ending June 30, 2023. The original contract was for three years with two one-year renewals.

The work to be performed includes internal auditing services.

Original Contract	\$1,692,000.00
Supplemental Agreement No. 1	\$ 250,000.00
First Renewal	\$ 564,000.00
Second Renewal	\$ 600,000.00
Total	<u>\$3,106,000.00</u>

This contract is included in the OM&A Budget.

Reviewed by: 
Lisa Lumbard
CFO

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001391**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of March 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Protiviti, Inc., a Florida corporation, register and authorized to do business in the State of Florida, hereinafter called the (“Auditor”). CFX and Auditor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on July 1, 2018, CFX and the Auditor entered into a Contract Agreement (the “Original Agreement”), whereby CFX retained the Auditor to perform internal auditor 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 Auditor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on July 1, 2022 and end on June 30, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Auditor 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 \$600,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Auditor 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. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
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.

PROTIVITI, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

By: _____
Aneth Williams, Director of Procurement

Print Name: _____

Title: _____

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 _____, 2022 for its exclusive use and reliance.

By: _____

Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____

Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001391**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of April 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Protiviti, Inc., a Florida corporation, register and authorized to do business in the State of Florida, hereinafter called the ("Auditor"). CFX and Auditor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on July 1, 2018, CFX and the Auditor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Auditor to perform internal auditor 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 Auditor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on July 1, 2021 and end on June 30, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Auditor 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 \$564,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Auditor 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. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
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.

PROTIVITI, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: [Signature]

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.05.12 11:01:02 -04'00'
Aneth Williams, Director of Procurement

Print Name: JEFFREY TECAD

Title: MANAGING DIRECTOR

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 21st day of MAY, 2021 for its exclusive
use and reliance.

By: [Signature]
Print Name: Summer L. Hernandez

By: [Signature]
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

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: 
SECRETARY
Print Name

Title: MANAGING DIRECTOR

Witness: _____

Date: _____

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on
this 19 day of November, 2020 for its
exclusive use and reliance.

By: Woody Rodriguez
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 Mallary, 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]

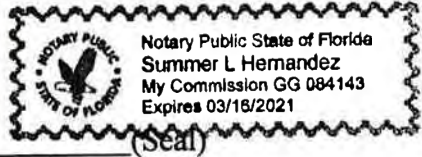
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 29, 2018.

ACCEPTED AND AGREED TO BY:

PROTIVITI, INC.

By: [Signature]
DEBBIE PEARSON, 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

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
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: February 14, 2022

SUBJECT: Approval of Tecta America Corporation dba Tecta America Southeast, LLC as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Facilities Maintenance Services – CFX’s Toll Facilities Contract No. 001860

Board approval of Tecta America Corporation dba Tecta America Southeast, LLC as subcontractor to Louis Berger Hawthorne Services, Inc., CFX’s Facilities Maintenance Services Contractor, to provide roof maintenance is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. Date: 1/19/2022

CFX Contract Name: Central Florida Expressway Authority CFX Contract No.: 001860

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: Tecta America Corp. (dba Tecta America Southeast, LLC)

Address: 588 Monroe Road, Sanford, FL. 32771

Phone No.: 321-275-0927

Federal Employee ID No.: 20-2141268

Description of Services to Be Sublet: Roof Maintenance

Estimated Beginning Date of Sublet Services: 1/19/2022

Estimated Completion Date of Sublet Services: 7/31/2022

Estimated Value of Sublet Services*: \$48,782.68

*(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: Rita Charles (For Wendy Joinville)
(Signature of Consultant/Contractor Representative)

Office Manager
Title

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

Feb 3, 2022
Date: _____

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

Feb 4, 2022
Date: _____


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: February 16, 2022

SUBJECT: Approval of Subcontractors to Jorgensen Contract Services, LLC for
Roadway and Bridge Maintenance Services
Contract No. 001861

Board approval of Star Cleaning USA, Inc. and BluRock, LLC as subcontractors to Jorgensen Contract Services, LLC, CFX's Facilities Maintenance Services Contractor, to provide roadway sweeping, slope mowing and litter removal services, is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 2/3/2022

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001861

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: Star Cleaning USA, Inc.

Address: 12054 NW 98th Ave, Hialeah Gardens, FL 33018

Phone No.: 954-680-7827

Federal Employee ID No.: 65-0684451

D/M/WBE Subconsultant/Subcontractor? Yes X No (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Mechanical Roadway Sweeping


Estimated Beginning Date of Sublet Services: January 2022

Estimated Completion Date of Sublet Services: April 2022

Estimated Value of Sublet Services*: \$ 150,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)


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

Requested By:  Kim Jones
(Signature of Consultant/Contractor Representative)

Vendor Coordinator
Title

Recommended by: 
(Signature of CFX Director of Maintenance)

Date: Feb 15, 2022

Approved by: 
Glenn Pressimone (Feb 15, 2022 21:43 EST)
(Signature of Chief of Infrastructure)

Date: Feb 15, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 2/3/2022

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001861

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: BluRock, LLC

Address: 225 Aranel Ct, Winter Garden, FL 34787

Phone No.: 407-921-8607

Federal Employee ID No.: 82-2009471

D/M/WBE Subconsultant/Subcontractor? Yes No (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Slope Mowing & Litter Removal


Estimated Beginning Date of Sublet Services: January 2022

Estimated Completion Date of Sublet Services: April 2022

Estimated Value of Sublet Services*: \$ 150,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)


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

Requested By:  Kim Jones
(Signature of Consultant/Contractor Representative)

Vendor Coordinator
Title

Recommended by: 
(Signature of CFX Director of Maintenance)

Date: Feb 15, 2022

Approved by: 
Glenn Pressimone (Feb 15, 2022 21:43 EST)
(Signature of Chief of Infrastructure)

Date: Feb 15, 2022


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

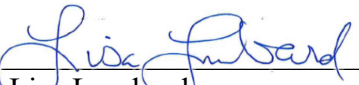
TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 1, 2022

SUBJECT: Approval of Revised Procurement Policy

Board approval is requested of the revised Procurement Policy. The revisions clarify language in the policy. In addition, language is added to allow CFX to accept unsolicited proposals.

Reviewed by: 
Lisa Lumbard
Chief Financial Officer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY**

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~~CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY~~

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The Procurement Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Director of Procurement shall serve as the principal officer for the procurement of all goods and services required by the Central Florida Expressway Authority (CFX).

All changes to this Policy require approval of the ~~CFX's governing~~ Board of ~~Directorsthe Central Florida Expressway Authority~~. This Policy supersedes all previously adopted procurement policies.

I. PURPOSE AND DEFINITIONS

This Policy establishes a centralized procurement system for ~~the Central Florida Expressway Authority~~ CFX the purpose of which is to:

1. Establish the rules governing procurement by CFX;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by CFX;
3. Ensure fair and equitable treatment of all persons who participate in the procurement system; and,
4. Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds.

~~Wherever used in this Policy or in the Procurement Procedures Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:~~

Bid: A formal written price offer by a vendor to CFX to furnish goods, products or services.

Contractor: Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of CFX, or who provides (or solicits to provide) goods or professional services to CFX. For purposes of this Policy, Contractor and Vendor may be used interchangeably.

~~*Contractual Services:* The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but not be limited to; evaluations; consultations; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports; and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.~~

Cooperative Purchasing: Procurement conducted by or on behalf of more than one public procurement unit or agency.

Design Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveyor and mapper in connection with their professional employment or practice.

Emergency: A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by CFX; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

Emergency Purchase: A purchase of goods or services with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including Contractual Services, Design Professional Services and Professional Services, construction projects and capital improvement projects, required by CFX regardless of the source of funds.

Professional Services: Services the value of which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include, but are not limited to, services customarily rendered by attorneys, certified public accountants and insurance, financial, personnel, public relations firms, legislative advisors, systems, planning and management advisors. For purposes of this Policy, Professional Services shall not include services customarily rendered by architects, landscape architects, professional engineers and registered surveyors and mappers.

Rapid Response Contract: A Rapid Response Contract is a task-order based contract that is utilized for minor public construction and maintenance projects that require expedited procurement and construction in order to protect the public's health, safety and welfare or to further the mission and interests of CFX. The goal for expedited procurement and construction from identification of the project to commencement of construction is less than sixty (60) days.

Single Source: A procurement in which, although two or more vendors supply the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

Sole Source: A procurement in which only one vendor is capable of supplying the goods or services. This may occur when the goods or services are specialized or unique in character as determined by a reasonably thorough analysis of the marketplace.—

Unsolicited Proposal: A written proposal for a new or innovative idea that is submitted to CFX on the initiative of the offeror for the purpose of obtaining a contract with CFX, and that is NOT in response to a Request for Proposals or CFX announcement.

Vendor: See “Contractor”.

———Additional terms are included and defined in the Procurement Procedures Manual.

II. APPLICATION

- A. This Policy applies only to contracts for procurement by CFX of goods and services and to amendments, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.
- B. Notwithstanding anything in this Policy to the contrary, in connection with any procurement by CFX of services related to a potential capital markets transaction to which CFX may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by CFX into derivative financial arrangements, the Chairman of the Board or the Executive Director may direct, as he or she deems it to be in the best interests of CFX, that CFX procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.

III. RESPONSIBILITY AND FUNCTION

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Department who shall at all times and in all situations follow the requirements set forth in the Procurement Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedures Manual, the Director of Procurement shall resolve the issue, to the best of his or her ability, in a manner that is consistent with the purpose and intent of this Policy and the best interests of CFX. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procedures

Manual unless the revisions result in, or require, a revision to the Procurement Policy. If such is the case, prior Board approval of the revisions to the Policy will be required before revisions to the Procedures Manual can be implemented.

Specific responsibilities and functions of the Procurement Department include:

1. Developing purchasing objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services including construction, maintenance, architectural, engineering and other professional and contractual services required by CFX;
2. Working with other CFX departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
3. Promoting and maintaining good will between CFX and its vendors, suppliers and contractors, including encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding;
4. Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
5. Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
6. Training CFX personnel regarding purchasing and contracts procedures as needed;
7. Managing the operational procedures for the Purchasing Card Program as established below.

IV. GOVERNING RULES

The following rules shall govern the procurement of goods and services for CFX:

- A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five-Year Work Plan shall be reviewed and approved, in advance, by the Chief Financial Officer or his or her designee for fiscal sufficiency.

- B. The procurement of goods or services shall be in accordance with this Policy and the Procurement Procedures Manual.
- C. Except for Emergency Purchases, and procurements made under the Small Sustainable Business Enterprise Program, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating CFX to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of CFX's Board of Directors.
- D. Unless otherwise required by law, or as specifically exempted in the following paragraph E, CFX contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two one-year periods may be provided.
- E. Contracts for the following services may be entered into for an initial term of up to five years. With the exception of Design Professional Services Consultants contracts and Motor Assistance Service Patrol contracts, a renewal clause, or a limited time extension as appropriate, extending the term for up to five one-year periods may be provided. For Design Professional Services Consultants contracts, the time extensions or renewals shall not exceed two one-year periods. For Motor Assistance Service Patrol contracts, the renewal shall not exceed one five (5) year period:
- Toll Collection Services
 - Toll Collection Systems Maintenance (Hardware and Software)
 - Asset Management Services (Roadway, Bridge and Facilities Maintenance)
 - Landscape Maintenance Services
 - General Engineering Consultant Services
 - Right of Way Counsel Services
 - Motor Assistance Service Patrol
 - Maintenance of ITS Infrastructure
 - General Systems Consultant
 - System Software Maintenance
 - Records Security and Management
 - Construction Management Consultant
 - Design Professional Services Consultants
- F. Rapid Response Contracts will be procured through Competitive Sealed Bids (also known as Invitation to Bid) for specific types of work based upon unit prices to provide a pool of contractors who meet the specified qualifications and are able to provide expedited work. A minimum number of at least three (3) contractors would be preferred for each type of work and would be awarded separate unit-priced, task-order based Rapid Response Contracts. The task orders issued under a Rapid Response Contract shall only be used for minor construction or improvements to a public building, structure, or other public construction works with a cost of less than \$300,000 or \$75,000 for electrical work (as adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009 to the year in which the project is scheduled to begin per Section

255.20(2), Florida Statutes). Rapid Response Task Orders for specific projects will be competitively bid among the pool of contractors with Rapid Response Contracts for the designated type of work. The Director of Procurement is authorized to approve all Rapid Response Task Orders. Each Rapid Response Contract will not exceed \$2,000,000 per contractor per year.

G. CFX may receive unsolicited proposals for qualifying projects and may thereafter solicit proposals for such projects.

H. Unless otherwise stated in this Policy, all requests for goods and services and all purchases shall be made through or by the Procurement Department. Except for purchases made under the Purchasing Card program (as established below), CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any contract without specific authorization from the Director of Procurement or higher authority. Individuals responsible for unauthorized purchases or obligations shall be in violation of this Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

H.I. All contracts for Contractual Services, Design Professional Services, and Professional Services shall contain a provision in substantially the following form:

“If, during the term of this Contract and any renewals hereof, Contractor/Consultant desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Contractor/Consultant 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), Contractor/Consultant shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the Contractor/Consultant until it has been approved by the CFX Board. In the event of a designated emergency, the Contractor/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 CFX Board at its next regularly scheduled meeting.”

I.J. No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.

J.
K. Standard CFX forms for contracts, amendments, supplemental agreements,— renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard CFX forms.

In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

V. PROCUREMENT LEVELS

—The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. ~~5.~~ Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level if they were not approved in the Five-Year Work Plan or Operations, Maintenance and Administration (OM&A) Budget. Board award of any contract at this level procurement is ~~also~~ required. For

solicitations under the Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

VI. PROCUREMENT PROCESSES

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

A. Competitive Sealed Bids

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

B. Competitive Sealed Proposals

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to CFX due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

C. Selection of Design Professional Services Consultants

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.—

D. Rapid Response Contracts

Rapid Response Contracts shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

VII. CONTRACT AMENDMENTS AND RENEWALS; CHANGE ORDERS TO RAPID RESPONSE TASK ORDERS

A. ~~A.~~—The Director of Procurement is authorized to approve and execute contract amendments or supplementals for Level 1 through 4 procurements. Amendments or supplementals to Level 5 procurements shall be reviewed and approved by the General Counsel prior to —their execution. The Director of Procurement is authorized to execute contract amendments to Level 5 procurements after Board approval.—

The Director of Procurement is authorized to approve and execute amendments or supplementals for _____ extensions of contract time at all procurement Levels that do not include an increase _____ in compensation to the contractor.

The Director of Procurement is authorized to approve and execute Change Orders to Rapid Response Task Orders for extensions of time or additional compensation, provided that the total amount of compensation does not exceed the limits set for a Rapid Response Task Order. In the event that a proposed Change Order exceeds those limits, the Director of Procurement is authorized to execute Change Orders to Rapid Response Task Orders after Board approval.

- B. The option to renew a contract is at the sole discretion and election of the appropriate Division Chief, or designee, in consultation with the Director of Procurement. Renewals shall be based, in part, on a determination that the value and level of service provided by the contractor are satisfactory and adequate for CFX's needs. The Director of Procurement is authorized to approve and execute contract renewals for Level 1 through 4 amounts. Renewals at Level 5 shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute Level 5 renewals after Board approval.

VIII. TERMINATION OF CONTRACT

The Executive Director, Chief of Technology/Operations, Chief of Infrastructure, Chief of Staff/Public Affairs Officer, and the Chief Financial Officer are authorized to terminate any contract entered into by CFX with any vendor/contractor. The necessary actions shall be coordinated with the General Counsel and the Director of Procurement. A termination can either be for convenience or default as described and detailed in the Procurement Procedures Manual.

In a breach of contract where the vendor/contractor has willfully failed or refused to perform according to the terms of the contract, CFX may determine that the breach does not warrant that the contract be terminated. In such cases, with the _____ concurrence of the General Counsel, the Director of Procurement will advise the vendor/contractor citing the finding of breach as detailed in the Procurement Procedures Manual. At the discretion of the Executive Director, a contractor terminated for default, _____ or a contractor with multiple breach of contract notifications, may be disqualified from bidding or proposing on CFX contracts.

IX. PURCHASING CARD PROGRAM

A Purchasing Card Program is hereby established to provide authorized CFX employees with the ability to make purchases on behalf of CFX using a CFX charge card. All goods and services purchased under this Program shall be in accordance with the requirements of the

Procurement Procedures Manual. The Procurement Department shall be responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

X. OWNER DIRECT PURCHASE (ODP) OPTION

_____For all roadway, bridge and facilities construction projects with an estimated cost of \$5 _____million or more, it shall be the policy of CFX, whenever practical and appropriate, to include in the project specifications for such projects language that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX. CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

XI. SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM

A Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00. -The Procurement Procedures Manual includes the process and guidelines for administering the Program.

XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: -Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.

- B. Maintenance Agreements: -Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.
- C. P-Card Purchases up to the limit for Procurement Level 1.
- D. Petty cash purchases made in accordance with established CFX procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.-
- N. Emergency Purchases: The Director of Procurement (or higher authority in the— absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or his~~their~~ designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases (“Piggybacking”): The Director of Procurement is authorized -to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the vendor/contractor extends substantially the same terms and conditions of the contract to CFX. Cooperative purchases at Procurement Level 5 require prior Board approval.

- P. -Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.
- Q. Direct contracts for goods or services with state, county or municipal governments (and any other governmental agency or political subdivision), and state colleges and universities. Contracts at Procurement Level 5 require prior Board approval.
- R. Food related to an authorized function.
- S. Employment Agreements

The Director of Procurement may authorize the purchases, transactions and expenditures listed above subject to the stated limitations. Certain procurements within the above categories shall be obtained via competitive means when it is determined that adequate sources for the goods or services required are available. Exemption for the competitive procurement process does not grant exemption from all procurement procedures. For example, single and sole source purchases, and cooperative purchases shall be subject to the approval process for amendments as described above. All amendments to exempt procurements not otherwise specifically addressed shall be reviewed in advance by the Director of Procurement for a determination as to whether ~~or not~~ Board approval is required.

XIII. DISQUALIFICATION OF CONTRACTORS

Contractors who are on the Florida Department of Transportation’s Suspended Contractors List or the State of Florida Department of Management Services’ Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any CFX solicitation. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation’s Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

XIV. STANDARD OF CONDUCT

The Standard of Conduct as it relates to this Policy and the Procurement Procedures Manual is promulgated in ~~Rule Chapter 6, CFX’s~~ Code of Ethics, ~~of CFX’s Permanent Rules~~ as may be amended from time to time.

XV. ENVIRONMENTAL PROCUREMENT

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the

goods and services procured by CFX. In the context of this provision, “practical” is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

To implement this provision, the Procurement Department shall develop a procedure that:

1. Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses and other governmental agencies.
2. Adopts the use of recycled supplies/materials as a priority.
3. Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed of.
4. Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
5. Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.

Nothing in this provision or in the ~~procedure~~procedures shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROCUREMENT POLICY

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The Procurement Department shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Director of Procurement shall serve as the principal officer for the procurement of all goods and services required by the Central Florida Expressway Authority (CFX).

All changes to this Policy require approval of the governing Board of the Central Florida Expressway Authority. This Policy supersedes all previously adopted procurement policies.

I. PURPOSE AND DEFINITIONS

This Policy establishes a centralized procurement system for CFX the purpose of which is to:

1. Establish the rules governing procurement by CFX;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure the goods and services required by CFX;
3. Ensure fair and equitable treatment of all persons who participate in the procurement system; and,
4. Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds.

Wherever used in this Policy or in the Procurement Procedures Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

Bid: A formal written price offer by a vendor to CFX to furnish goods, products or services.

Contractor: Any person or entity (including officers, directors, executives and shareholders who are active in the management of a person or entity) who bids or applies to bid on any work of CFX, or who provides (or solicits to provide) goods or professional services to CFX. For purposes of this Policy, Contractor and Vendor may be used interchangeably.

Contractual Services: The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but not be limited to: evaluations; consultations; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports; and technical and social services. Contractual Services does not include any contract for furnishing of services, labor or materials for the construction, renovation, repair, modification, or demolition of any roadway or bridge, building, portion of building, utility, or structure.

Cooperative Purchasing: Procurement conducted by or on behalf of more than one public procurement unit or agency.

Design Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveyor and mapper in connection with their professional employment or practice.

Emergency: A reasonably unforeseen breakdown in machinery, damage, destruction or obstruction of machinery or roadway or any property owned or operated by CFX; a threatened termination of an essential service; the development of a dangerous condition; the development of a circumstance causing the stoppage or slowdown of an essential service; a threat to the public health, welfare or safety; or the opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

Emergency Purchase: A purchase of goods or services with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any goods or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including Contractual Services, Design Professional Services and Professional Services, construction projects and capital improvement projects, required by CFX regardless of the source of funds.

Professional Services: Services the value of which are substantially measured by professional competence of the firm performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. Professional Services shall include, but are not limited to, services customarily rendered by attorneys, certified public accountants and insurance, financial, personnel, public relations firms, legislative advisors, systems, planning and management advisors. For purposes of this Policy, Professional Services shall not include services customarily rendered by architects, landscape architects, professional engineers and registered surveyors and mappers.

Rapid Response Contract: A Rapid Response Contract is a task-order based contract that is utilized for minor public construction and maintenance projects that require expedited procurement and construction in order to protect the public's health, safety and welfare or to further the mission and interests of CFX. The goal for expedited procurement and construction from identification of the project to commencement of construction is less than sixty (60) days.

Single Source: A procurement in which, although two or more vendors supply the goods or services, one is selected for substantial reasons, eliminating the competitive bidding process.

Sole Source: A procurement in which only one vendor is capable of supplying the goods or services. This may occur when the goods or services are specialized or unique in character as determined by a reasonably thorough analysis of the marketplace.

Unsolicited Proposal: A written proposal for a new or innovative idea that is submitted to CFX on the initiative of the offeror for the purpose of obtaining a contract with CFX, and that is NOT in response to a Request for Proposals or CFX announcement.

Vendor: See “Contractor”.

Additional terms are included and defined in the Procurement Procedures Manual.

II. APPLICATION

- A. This Policy applies only to contracts for procurement by CFX of goods and services and to amendments, extensions and renewals thereof, solicited or entered into after the effective date of this Policy. Nothing in this Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or for any cooperative agreement with any local, state or federal agency, and to the extent this Policy or the Procurement Procedures Manual is inconsistent with any such terms and conditions, such terms and conditions shall take precedence.
- B. Notwithstanding anything in this Policy to the contrary, in connection with any procurement by CFX of services related to a potential capital markets transaction to which CFX may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by CFX into derivative financial arrangements, the Chairman of the Board or the Executive Director may direct, as he or she deems it to be in the best interests of CFX, that CFX procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement or reserve sureties and other similar services.

III. RESPONSIBILITY AND FUNCTION

The responsibility for the administration of procurement activities covered by this Policy is vested in the Procurement Department who shall at all times and in all situations follow the requirements set forth in the Procurement Procedures Manual. Should a procurement issue arise that is not covered by this Policy or the Procedures Manual, the Director of Procurement shall resolve the issue, to the best of his or her ability, in a manner that is consistent with the purpose and intent of this Policy and the best interests of CFX. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procedures Manual unless the revisions result in, or require, a revision to the Procurement Policy. If such is the case, prior Board approval of the revisions to the Policy will be required before revisions to the Procedures Manual can be implemented.

Specific responsibilities and functions of the Procurement Department include:

1. Developing purchasing objectives, policies, and procedures to purchase and contract for all materials, supplies, equipment, and services including construction, maintenance, architectural, engineering and other professional and contractual services required by CFX;
2. Working with other CFX departments to establish standardization of materials, supplies, equipment and services where practical within a competitive environment;
3. Promoting and maintaining good will between CFX and its vendors, suppliers and contractors, including encouraging full and open competition wherever possible, assuming fair and equitable business dealings with all vendors and contractors, and providing equal opportunity to quote and compete in public bidding;
4. Ensuring that all purchases are made in compliance with the applicable statutes, rules, regulations and policies;
5. Handling complaints and warranties regarding purchases, and negotiating the return of merchandise and/or other settlements;
6. Training CFX personnel regarding purchasing and contracts procedures as needed; and,
7. Managing the operational procedures for the Purchasing Card Program as established below.

IV. GOVERNING RULES

The following rules shall govern the procurement of goods and services for CFX:

- A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five-Year Work Plan shall be reviewed and approved, in advance, by the Chief Financial Officer or his or her designee for fiscal sufficiency.
- B. The procurement of goods or services shall be in accordance with this Policy and the Procurement Procedures Manual.
- C. Except for Emergency Purchases, and procurements made under the Small Sustainable Business Enterprise Program, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating CFX to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of CFX's Board of Directors.

- D. Unless otherwise required by law, or as specifically exempted in the following paragraph E, CFX contracts for goods and services shall not exceed an initial term of three years. A renewal clause extending the term for up to two one-year periods may be provided.
- E. Contracts for the following services may be entered into for an initial term of up to five years. With the exception of Design Professional Services Consultants contracts and Motor Assistance Service Patrol contracts, a renewal clause, or a limited time extension as appropriate, extending the term for up to five one-year periods may be provided. For Design Professional Services Consultants contracts, the time extensions or renewals shall not exceed two one-year periods. For Motor Assistance Service Patrol contracts, the renewal shall not exceed one five (5) year period:
- Toll Collection Services
 - Toll Collection Systems Maintenance (Hardware and Software)
 - Asset Management Services (Roadway, Bridge and Facilities Maintenance)
 - Landscape Maintenance Services
 - General Engineering Consultant Services
 - Right of Way Counsel Services
 - Motor Assistance Service Patrol
 - Maintenance of ITS Infrastructure
 - General Systems Consultant
 - System Software Maintenance
 - Records Security and Management
 - Construction Management Consultant
 - Design Professional Services Consultants
- F. Rapid Response Contracts will be procured through Competitive Sealed Bids (also known as Invitation to Bid) for specific types of work based upon unit prices to provide a pool of contractors who meet the specified qualifications and are able to provide expedited work. A minimum number of at least three (3) contractors would be preferred for each type of work and would be awarded separate unit-priced, task-order based Rapid Response Contracts. The task orders issued under a Rapid Response Contract shall only be used for minor construction or improvements to a public building, structure, or other public construction works with a cost of less than \$300,000 or \$75,000 for electrical work (as adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009 to the year in which the project is scheduled to begin per Section 255.20(2), Florida Statutes). Rapid Response Task Orders for specific projects will be competitively bid among the pool of contractors with Rapid Response Contracts for the designated type of work. The Director of Procurement is authorized to approve all Rapid Response Task Orders. Each Rapid Response Contract will not exceed \$2,000,000 per contractor per year.
- G. CFX may receive unsolicited proposals for qualifying projects and may thereafter solicit proposals for such projects.

- H. Unless otherwise stated in this Policy, all requests for goods and services and all purchases shall be made through or by the Procurement Department. Except for purchases made under the Purchasing Card program (as established below), CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any contract without specific authorization from the Director of Procurement or higher authority. Individuals responsible for unauthorized purchases or obligations shall be in violation of this Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.
- I. All contracts for Contractual Services, Design Professional Services, and Professional Services shall contain a provision in substantially the following form:
- “If, during the term of this Contract and any renewals hereof, Contractor/Consultant desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Contractor/Consultant 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), Contractor/Consultant shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the Contractor/Consultant until it has been approved by the CFX Board. In the event of a designated emergency, the Contractor/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 CFX Board at its next regularly scheduled meeting.”
- J. No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.
- K. Standard CFX forms for contracts, amendments, supplemental agreements, renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard CFX forms. In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

V. PROCUREMENT LEVELS

The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher

level. The procurement process for each level is detailed in the Procurement Procedures Manual.

1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level if they were not approved in the Five-Year Work Plan or Operations, Maintenance and Administration (OM&A) Budget. Board award of any contract at this level procurement is required. For solicitations under the Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

VI. PROCUREMENT PROCESSES

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

A. Competitive Sealed Bids

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

B. Competitive Sealed Proposals

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to CFX due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

C. Selection of Design Professional Services Consultants

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

D. Rapid Response Contracts

Rapid Response Contracts shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

VII. CONTRACT AMENDMENTS AND RENEWALS; CHANGE ORDERS TO RAPID RESPONSE TASK ORDERS

- A. The Director of Procurement is authorized to approve and execute contract amendments or supplementals for Level 1 through 4 procurements. Amendments or supplementals to Level 5 procurements shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute contract amendments to Level 5 procurements after Board approval.

The Director of Procurement is authorized to approve and execute amendments or supplementals for extensions of contract time at all procurement Levels that do not include an increase in compensation to the contractor.

The Director of Procurement is authorized to approve and execute Change Orders to Rapid Response Task Orders for extensions of time or additional compensation, provided that the total amount of compensation does not exceed the limits set for a Rapid Response Task Order. In the event that a proposed Change Order exceeds those limits, the Director of Procurement is authorized to execute Change Orders to Rapid Response Task Orders after Board approval.

- B. The option to renew a contract is at the sole discretion and election of the appropriate Division Chief, or designee, in consultation with the Director of Procurement. Renewals

shall be based, in part, on a determination that the value and level of service provided by the contractor are satisfactory and adequate for CFX's needs. The Director of Procurement is authorized to approve and execute contract renewals for Level 1 through 4 amounts. Renewals at Level 5 shall be reviewed and approved by the General Counsel prior to their execution. The Director of Procurement is authorized to execute Level 5 renewals after Board approval.

VIII. TERMINATION OF CONTRACT

The Executive Director, Chief of Technology/Operations, Chief of Infrastructure, Chief of Staff/Public Affairs Officer, and the Chief Financial Officer are authorized to terminate any contract entered into by CFX with any vendor/contractor. The necessary actions shall be coordinated with the General Counsel and the Director of Procurement. A termination can either be for convenience or default as described and detailed in the Procurement Procedures Manual.

In a breach of contract where the vendor/contractor has willfully failed or refused to perform according to the terms of the contract, CFX may determine that the breach does not warrant that the contract be terminated. In such cases, with the concurrence of the General Counsel, the Director of Procurement will advise the vendor/contractor citing the finding of breach as detailed in the Procurement Procedures Manual. At the discretion of the Executive Director, a contractor terminated for default, or a contractor with multiple breach of contract notifications, may be disqualified from bidding or proposing on CFX contracts.

IX. PURCHASING CARD PROGRAM

A Purchasing Card Program is hereby established to provide authorized CFX employees with the ability to make purchases on behalf of CFX using a CFX charge card. All goods and services purchased under this Program shall be in accordance with the requirements of the Procurement Procedures Manual. The Procurement Department shall be responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

X. OWNER DIRECT PURCHASE (ODP) OPTION

For all roadway, bridge and facilities construction projects with an estimated cost of \$5 million or more, it shall be the policy of CFX, whenever practical and appropriate, to include in the project specifications for such projects language that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX. CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director

of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

XI. SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM

A Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.
- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.
- C. P-Card Purchases up to the limit for Procurement Level 1.
- D. Petty cash purchases made in accordance with established CFX procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting,

sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.

- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or their designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases (“Piggybacking”): The Director of Procurement is authorized to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the vendor/contractor extends substantially the same terms and conditions of the contract to CFX. Cooperative purchases at Procurement Level 5 require prior Board approval.
- P. Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award by the Executive Director shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.
- Q. Direct contracts for goods or services with state, county or municipal governments (and any other governmental agency or political subdivision), and state colleges and universities. Contracts at Procurement Level 5 require prior Board approval.
- R. Food related to an authorized function.
- S. Employment Agreements

The Director of Procurement may authorize the purchases, transactions and expenditures listed above subject to the stated limitations. Certain procurements within the above categories shall be obtained via competitive means when it is determined that adequate sources for the goods or services required are available. Exemption for the competitive procurement process does not grant exemption from all procurement procedures. For example, single and sole source purchases, and cooperative purchases shall be subject to the approval process for amendments as described above. All amendments to exempt procurements not otherwise

specifically addressed shall be reviewed in advance by the Director of Procurement for a determination as to whether Board approval is required.

XIII. DISQUALIFICATION OF CONTRACTORS

Contractors who are on the Florida Department of Transportation's Suspended Contractors List or the State of Florida Department of Management Services' Suspended Vendors List or Convicted Vendors List are barred from submitting bids for any CFX solicitation. With regard to Design Professional Services, contractors identified in the Florida Department of Transportation's Design Professional Consultants database as suspended and/or disqualified are barred from submitting proposals for any Design Professional Services projects.

XIV. STANDARD OF CONDUCT

The Standard of Conduct as it relates to this Policy and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended from time to time.

XV. ENVIRONMENTAL PROCUREMENT

It shall be a provision of this Policy to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX. In the context of this provision, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

To implement this provision, the Procurement Department shall develop a procedure that:

1. Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses and other governmental agencies.
2. Adopts the use of recycled supplies/materials as a priority.
3. Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed of.
4. Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.
5. Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.


Nothing in this provision or in the procedures shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 18, 2022


SUBJECT: Approval of Purchase Order to Dasher Technologies for
Server and Equipment Maintenance and Support Services for the Toll
Collection System

Board approval is requested to issue a purchase order to Dasher Technologies in the amount of \$414,709.30 for annual support of server and storage maintenance services for the toll collection system. This is a cooperative (piggyback) procurement based on HP NASPO ValuePoint Master Agreement number MNNVP-134 and the State of Florida Participating Addendum number 43211500-WSCA-15-ACS.

This purchase is included in the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT



Jim Greer
Chief Technology/Operations


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 18, 2022


SUBJECT: Approval of Purchase Order to Hewlett Packard Enterprise Company for
Server and Equipment Support Services

Board approval is requested to issue a purchase order to Hewlett Packard Enterprise Company in the amount of \$71,142.84 for annual support services of servers and equipment at CFX's data centers. This is a cooperative (piggyback) procurement based on the State of Florida Participating Addendum number 4321500-WDCA-15-ACS.

This purchase is included in the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT




Jim Greer
Chief Technology/Operations

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: February 18, 2022


SUBJECT: Approval of Purchase Order to PC Solutions & Integrations, Inc.
for Extreme Network Switches Annual Support and Maintenance

Board approval is requested to issue a purchase order to PC Solutions & Integrations, Inc. in the amount of \$117,712.10 for annual product support of CFX's network hardware and software. This will be a cooperative (piggyback) procurement based on State of Florida Alternate Source Number 4322000-WSCA-ACS Master Agreement AR1470.

This purchase is included in the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT



Jim Greer
Chief Technology/Operations


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 18, 2022


SUBJECT: Approval of Purchase Order to SHI International Corp. for
Microsoft Azure Cloud Solutions and Services

Board approval is requested to issue a purchase order to SHI International Corp. in the amount of \$780,000.00 for annual product support. This is a cooperative (piggyback) procurement based on the State of Florida Alternate Contract Source No. 43230000-NASPO-16-ACS.

This purchase is included in the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT



Jim Greer
Chief Technology/Operations

E.

Reports

E.1.

Chairman's Report

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

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: February 23, 2022 *MC*

RE: January 2022 Financial Reports

Attached please find the January 2022 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 JANUARY 31, 2022 AND YEAR-TO-DATE**

	<u>FY 22 MONTH ACTUAL</u>	<u>FY 22 MONTH BUDGET</u>	<u>FY 22 YEAR-TO-DATE ACTUAL</u>	<u>FY 22 YEAR-TO-DATE BUDGET</u>	<u>FY 22 YEAR-TO-DATE VARIANCE</u>	<u>FY 22 YEAR-TO-DATE % VARIANCE</u>	<u>FY 21 - 22 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 48,016,026	\$ 44,830,798	\$ 349,357,481	\$ 299,887,720	\$ 49,469,761	16.5%	29.3%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	554,725	430,588	3,194,756	2,980,821	213,935	7.2%	-18.8%
TRANSPONDER SALES	160,333	76,866	1,181,567	533,668	647,899	121.4%	112.3%
OTHER OPERATING	170,909	132,383	988,938	801,683	187,255	23.4%	59.9%
INTEREST	103,305	196,704	1,015,820	1,376,931	(361,111)	-26.2%	-85.4%
MISCELLANEOUS	65,755	63,454	470,228	444,180	26,048	5.9%	8.1%
TOTAL REVENUES	\$ 49,071,053	\$ 45,730,794	\$ 356,208,791	\$ 306,025,002	\$ 50,183,789	16.4%	26.0%
O M & A EXPENSES							
OPERATIONS	\$ 6,513,548	\$ 7,071,072	\$ 36,524,748	\$ 37,924,811	\$ 1,400,063	3.7%	45.8%
MAINTENANCE	974,659	903,231	6,340,866	6,656,270	315,404	4.7%	3.4%
ADMINISTRATION	782,621	859,912	4,738,048	5,144,167	406,119	7.9%	21.8%
OTHER OPERATING	-	222,583	824,040	1,057,311	233,271	22.1%	-3.3%
TOTAL O M & A EXPENSES	\$ 8,270,829	\$ 9,056,799	\$ 48,427,702	\$ 50,782,560	\$ 2,354,858	4.6%	34.8%
NET REVENUES BEFORE DEBT SERVICE	\$ 40,800,224	\$ 36,673,995	\$ 307,781,089	\$ 255,242,443	\$ 52,538,646	20.6%	24.7%
COMBINED NET DEBT SERVICE	\$ 18,050,613	\$ 18,048,746	\$ 126,310,163	\$ 126,341,223	\$ 31,060	0.0%	15.2%
NET REVENUES AFTER DEBT SERVICE	\$ 22,749,610	\$ 18,625,249	\$ 181,470,926	\$ 128,901,220	\$ 52,569,707	40.8%	32.2%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022
FOR THE MONTH ENDING JANUARY 31, 2022 AND YEAR-TO-DATE**

	<u>FY 2022 ACTUAL</u>	<u>FY 2022 BUDGET</u>	<u>VARIANCE</u>	<u>FY 22 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 36,524,748	\$ 37,924,811	\$ 1,400,063	3.7%
Maintenance	6,340,866	6,656,270	315,404	4.7%
Administration	4,738,048	5,144,167	406,119	7.9%
Other Operating	<u>824,040</u>	<u>1,057,311</u>	<u>233,271</u>	<u>22.1%</u>
Total O M & A	\$ 48,427,702	\$ 50,782,560	\$ 2,354,858	4.6%
 Capital Expenditures				
Operations	\$ 749	\$ 29,167	\$ 28,417	97.4%
Maintenance	1,247	33,000	31,753	96.2%
Administration	<u>-</u>	<u>11,250</u>	<u>11,250</u>	<u>100.0%</u>
Total Capital Expenditures	\$ 1,997	\$ 73,417	\$ 71,420	97.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.



**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2022**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	412,656	455,704	43,047	9.45%
Image Review	7,354,689	6,914,773	(439,916)	-6.36%
Special Projects	88,706	151,362	62,656	41.39%
Information Technology	2,749,151	2,846,180	97,029	3.41%
E-PASS Service Center	14,517,436	14,044,764	(472,672)	-3.37%
Business Relations	81,327	93,256	11,929	12.79%
Public Outreach/Education	1,393,973	1,413,181	19,208	1.36%
Subtotal CFX	<u>\$26,597,938</u>	<u>\$25,919,220</u>	<u>\$(678,718)</u>	<u>-2.62%</u>
Plazas	9,927,560	12,034,759	2,107,199	17.51%
Subtotal Toll Facilities	<u>\$9,927,560</u>	<u>\$12,034,759</u>	<u>\$2,107,199</u>	<u>17.51%</u>
Total Operations Expenses	<u><u>\$36,525,498</u></u>	<u><u>\$37,953,978</u></u>	<u><u>\$1,428,480</u></u>	<u><u>3.76%</u></u>



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2022**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	1,724,535	1,810,276	85,741	4.74%
Traffic Operations	1,861,310	1,919,078	57,767	3.01%
Routine Maintenance	2,756,268	2,959,916	203,648	6.88%
Total Maintenance Expenses	<u><u>\$6,342,113</u></u>	<u><u>\$6,689,270</u></u>	<u><u>\$347,156</u></u>	<u><u>5.19%</u></u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2022**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	283,830	323,517	39,687	12.27%
Administrative Services	1,241,553	1,291,939	50,386	3.90%
Communications	300,917	464,860	163,944	35.27%
Human Resources	182,868	183,060	192	0.10%
Supplier Diversity	176,179	203,929	27,750	13.61%
Accounting	881,091	970,567	89,476	9.22%
Construction Administration	36,836	40,966	4,129	10.08%
Risk Management	338,381	308,541	(29,840)	-9.67%
Procurement	360,316	390,844	30,528	7.81%
Legal	407,264	418,789	11,524	2.75%
Internal Audit	248,059	256,000	7,941	3.10%
525 Magnolia	30,180	28,587	(1,593)	-5.57%
Engineering	42,838	44,835	1,997	4.45%
Records Management	207,736	228,984	21,248	9.28%
Grand Total Expenses	<u><u>\$4,738,048</u></u>	<u><u>\$5,155,417</u></u>	<u><u>\$417,369</u></u>	<u><u>8.10%</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 JANUARY 31, 2022 AND YEAR-TO-DATE**

	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	FY 21 YEAR-TO-DATE ACTUAL	FY 21 YEAR-TO-DATE BUDGET	FY 21 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 349,357,481	\$ 299,887,720	\$ 49,469,761	\$ 270,280,063	\$ 213,900,000	\$ 56,380,063	\$ (6,910,301)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	3,194,756	2,980,821	213,935	3,933,336	4,450,633	(517,297)	731,232
TRANSPONDER SALES	1,181,567	533,668	647,899	556,645	520,850	35,795	612,104
OTHER OPERATING	988,938	801,683	187,255	618,608	852,895	(234,287)	421,542
INTEREST	1,015,820	1,376,931	(361,111)	6,942,474	3,536,792	3,405,682	(3,766,793)
MISCELLANEOUS	470,228	444,180	26,048	434,927	433,505	1,422	24,626
TOTAL REVENUES	\$ 356,208,791	\$ 306,025,002	\$ 50,183,789	\$ 282,766,053	\$ 223,694,675	\$ 59,071,378	\$ (8,887,589)
O M & A EXPENSES							
OPERATIONS	\$ 36,524,748	\$ 37,924,811	\$ 1,400,063	\$ 25,050,522	\$ 31,618,856	\$ 6,568,334	\$ (5,168,271)
MAINTENANCE	6,340,866	6,656,270	315,404	6,132,436	8,375,206	2,242,770	(1,927,366)
ADMINISTRATION	4,738,048	5,144,167	406,119	3,889,285	4,866,745	977,460	(571,341)
OTHER OPERATING	824,040	1,057,311	233,271	852,344	1,199,536	347,192	(113,921)
TOTAL O M & A EXPENSES	\$ 48,427,702	\$ 50,782,560	\$ 2,354,858	\$ 35,924,587	\$ 46,060,343	\$ 10,135,756	\$ (7,780,898)
NET REVENUES BEFORE DEBT SERVICE	\$ 307,781,089	\$ 255,242,443	\$ 52,538,646	\$ 246,841,466	\$ 177,634,332	\$ 69,207,134	\$ (16,668,487)
COMBINED NET DEBT SERVICE	\$ 126,310,163	\$ 126,341,223	\$ 31,060	\$ 109,602,702	\$ 127,887,197	\$ (18,284,495)	\$ 18,315,555
NET REVENUES AFTER DEBT SERVICE	<u>\$ 181,470,926</u>	<u>\$ 128,901,220</u>	<u>\$ 52,569,707</u>	<u>\$ 137,238,764</u>	<u>\$ 49,747,135</u>	<u>\$ 87,491,629</u>	<u>\$ (34,921,922)</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JANUARY 31, 2022 AND YEAR-TO-DATE

	<u>FY 22 MONTH ACTUAL</u>	<u>FY 21 MONTH ACTUAL</u>	<u>FY 21 - 22 SAME MONTH COMPARISON</u>	<u>FY 22 YEAR-TO-DATE ACTUAL</u>	<u>FY 21 YEAR-TO-DATE ACTUAL</u>	<u>FY 21 - 22 YEAR-TO-DATE COMPARISON</u>
REVENUES						
TOLLS	\$ 48,016,026	\$ 41,075,908	\$ 6,940,118	\$ 349,357,481	\$ 270,280,063	\$ 79,077,419
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	554,725	511,403	43,322	3,194,756	3,933,336	(738,580)
TRANSPONDER SALES	160,333	100,112	60,221	1,181,567	556,645	624,922
OTHER OPERATING	170,909	108,426	62,483	988,938	618,608	370,330
INTEREST	103,305	337,265	(233,960)	1,015,820	6,942,474	(5,926,654)
MISCELLANEOUS	65,755	61,942	3,813	470,228	434,927	35,301
TOTAL REVENUES	\$ 49,071,053	\$ 42,195,056	\$ 6,875,996	\$ 356,208,791	\$ 282,766,053	\$ 73,442,739
O M & A EXPENSES						
OPERATIONS	\$ 6,513,548	\$ 4,383,700	\$ 2,129,848	\$ 36,524,748	\$ 25,050,522	\$ 11,474,226
MAINTENANCE	974,659	2,030,836	(1,056,177)	6,340,866	6,132,436	208,430
ADMINISTRATION	782,621	749,308	33,313	4,738,048	3,889,285	848,763
OTHER OPERATING	-	201,684	(201,684)	824,040	852,344	(28,304)
TOTAL O M & A EXPENSES	\$ 8,270,829	\$ 7,365,528	\$ 905,301	\$ 48,427,702	\$ 35,924,587	\$ 12,503,115
NET REVENUES BEFORE DEBT SERVICE	\$ 40,800,224	\$ 34,829,528	\$ 5,970,696	\$ 307,781,089	\$ 246,841,466	\$ 60,939,624
COMBINED NET DEBT SERVICE	\$ 18,050,613	\$ 18,204,558	\$ (153,945)	\$ 126,310,163	\$ 109,602,702	\$ 16,707,461
NET REVENUES AFTER DEBT SERVICE	<u>\$ 22,749,610</u>	<u>\$ 16,624,970</u>	<u>\$ 6,124,640</u>	<u>\$ 181,470,926</u>	<u>\$ 137,238,764</u>	<u>\$ 44,232,163</u>

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E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report March 2022

TRANSPORTATION PARTNERSHIPS

Federal Funding Opportunities

CFX met with USDOT official Roger Bohnert on February 14 to discuss federal funding opportunities for the Poinciana Parkway Extension, Osceola Parkway Extension, the Lake Orange Expressway, and the Maitland Expressway direct connect. The opportunities for federal capital investments in electric rapid transit systems were also discussed.

USDOT will be issuing a common application for three of its major programs very soon. The common application is for the Infrastructure for Rebuilding America (INFRA) grants; the Rural Surface Transportation Program and the National Infrastructure Project Assistance.

If a grant application is submitted and is scored as highly recommended but not ultimately selected by the Secretary for award, the applicant automatically qualifies for a TIFIA loan of up to 49% of the project cost. (A TIFIA loan saved CFX \$260 million in financing costs for the Wekiva Parkway.)

Disney Transportation Coordination

The CFX team met with Disney planning officials on March 3 to share project activities expected over the next five years. Long term transportation priorities for the region were also discussed. The group plans to reconvene each year to share updates to the work plan.

Mentoring Monday

Orlando Business Journal assembled a panel of 25 of the metro area's most influential businesswomen for the annual Bizwomen Mentoring Monday event. CFX CFO, Lisa Lumbard served on this prestigious panel to mentor women throughout the Central Florida region on February 28. The Business Journals throughout the nation participate in this annual event.

University of Florida

CFX Chief of Infrastructure, Glenn Pressimone was appointed to the University of Florida Transportation Institute's External Advisory Board last month. The Institute is an umbrella organization housing the following transportation-related centers:

MCTRANS

Develops, distributes and supports software programs for traffic engineering and transportation planning applications and offers training courses.

I-STREET

FDOT, the City of Gainesville and the Institute partnered to create the Implementing Solutions from Transportation Research and Evaluating Emerging Technologies (I-STREET) Living Lab on the UF campus and surrounding highway network. The testbed deploys and evaluates numerous advanced technologies including connected and autonomous vehicles, smart devices, and sensors.

STRIDE

STRIDE's mission is to develop novel strategies for reducing congestion. The Center has nine partners, representing seven states in the Southeastern U.S.

TECHNOLOGY TRANSFER CENTER

Provides training, technical assistance, technology transfer services, and safety information to transportation, public works, and safety professionals as well as the general public on a national scale.

PROJECT UPDATES

Maitland Expressway Direct Connect

The CFX team met with FDOT District 5 Secretary Jared Purdue on February 28 to discuss the progress of the Maitland Expressway Direct Connect project. The PD&E study will be completed in the near future. CFX and FDOT are beginning the coordination necessary to consider moving into design later this year.

SAFETY

The CFX team is optimistic in seeking approvals to add eight Florida Highway Patrol officers to CFX's existing eight dedicated law enforcement troop next fiscal year. We are working closely with the Department of Highway Safety and Motor Vehicles to get the necessary state appropriations. CFX reimburses Florida Highway Safety and Motor Vehicles for all costs associated with the Florida Highway Patrol dedicated to the CFX system.

TRANSPORTATION INNOVATION

Wireless Electric Charging at Highway Speeds

CFX spoke recently with Florida Trend and the Orlando Business Journal about the Lake Orange Expressway project that will test wireless electric vehicle charging at highway speeds. Construction is expected to be complete in 2025. The project is the first of its kind in the southeast. The following link takes you to the full OBJ article: <https://www.bizjournals.com/orlando/news/2022/03/07/central-florida-expressway-authority-plans-roadway.html>

Florida Trend's article is tied to a future publication focused on statewide transportation later this year.

International Bridge, Tunnel and Turnpike Association (IBTTA) Technology Summit

CFX and Florida's Turnpike are hosting the IBTTA Technology Summit March 20 – 22. Nationwide interoperability, all electronic tolling challenges, applications of artificial intelligence, and electric vehicle infrastructure are just a few of the topics that will be discussed.

DASHBOARD

Customer Service Call Center

The CFX call center call wait times are averaging just under 3 minutes, exceeding our goal of 1 minute or less. The call center continues to navigate high turn-over rates in a difficult recruiting environment. The Center is developing new recruitment and retention strategies to improve turnover rates.

MEETINGS AND PRESENTATIONS

February 17 CFX/Florida Engineering Society Industry Forum
February 23 MetroPlan Orlando SR 414 Expressway Extension
February 24 Orlando Builder's Association Central Florida Transportation Update
February 25 MetroPlan Orlando Technical Advisory Committee
SR 414 Expressway Extension
February 25 MetroPlan Orlando - CFX Connected Automated Vehicle Readiness
February 11 I-4 Ultimate Agency Coordination
February 14 E-ZPass Group National Interoperability Interface Control
February 17 CFX Environmental Stewardship Committee
February 17 CFX Operations Committee
February 18 I-4 Ultimate Public Information Coordination
February 18 UCF Baseball Season Opener E-PASS/KnightPass Promo
March 3 Florida Toll Authorities Communications
March 9 MetroPlan Orlando Board

CUSTOMER SERVICE

CALL CENTER | Average Customer Call Time

Call Center	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	117,404	110,542	2:58	<1m

CALL CENTER: % MINUTE INTERVALS

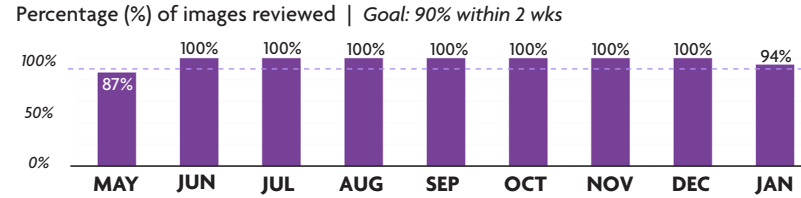


CALL CENTER | Satisfaction Survey (Rating Scale 1-5) | Goal: >4.5

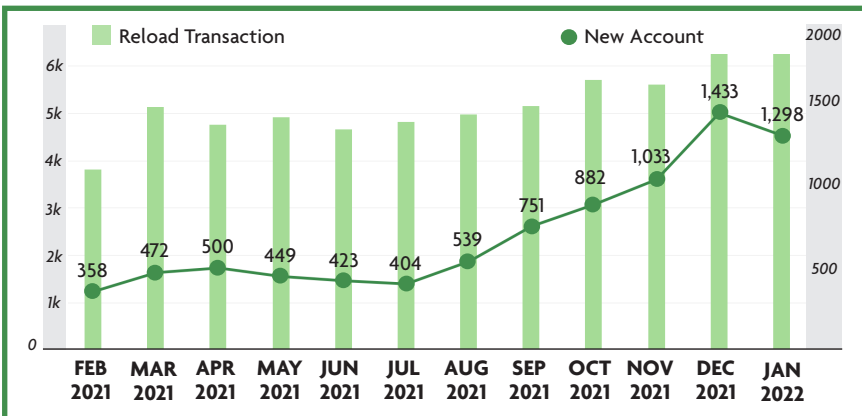
Agent Courtesy	4.8
Agent Knowledge	4.7
Easy to Resolve	4.6
Overall Call Experience	4.6
Satisfied with E-PASS	4.6
Average	4.6

Historical averages: JUN 4.6, JUL 4.6, AUG 4.7, SEP 4.7, OCT 4.7, NOV 4.7, DEC 4.7, JAN 4.7

IMAGE REVIEW PROCESS



RELOAD CUSTOMER SERVICE LANE ACTIVITY



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 528 / SR 436 Interchange Improvements	\$107.6	\$100	59%	93%		Feb. 2023
SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$94.4	\$52.5	42%	56%		July 2023
SR 417 Widening, International Dr. to John Young Pkwy	\$81.8	\$28.2	41%	35%		July 2023
SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$116.7	\$35.3	35%	30%		Oct. 2023
SR 417 Widening, Landstar to Boggy Creek Rd.	\$77.9	\$14.4	23%	18%		Dec. 2023
SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.8	\$0.7	5%	1%		Dec. 2023
SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$12.8	19%	14%		Feb. 2024
SR 429 Widening, FTE to West Rd.	\$178.0	\$2.3	2%	1%		Feb. 2025

LEGEND: % Time - % Spent ≤ 10 (Green), 11-20 (Yellow), ≥ 21 (Red)

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$356.2	\$306.0	16%
OM&A Expenses	\$48.4	\$50.8	5%
Net Revenue	\$181.5	\$128.9	41%

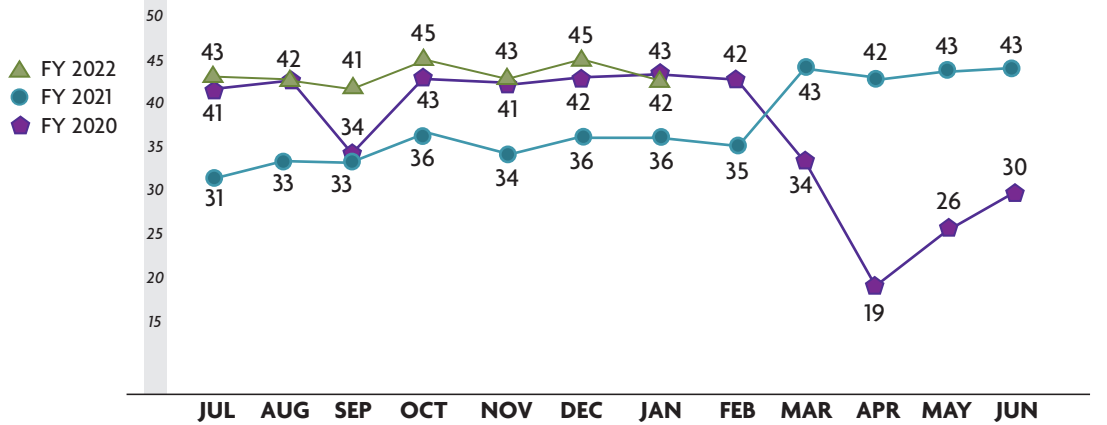
LEGEND: >= 0 (Green), -0.1 to -10 (Yellow), < -10.1 (Red)

DEBT SERVICE

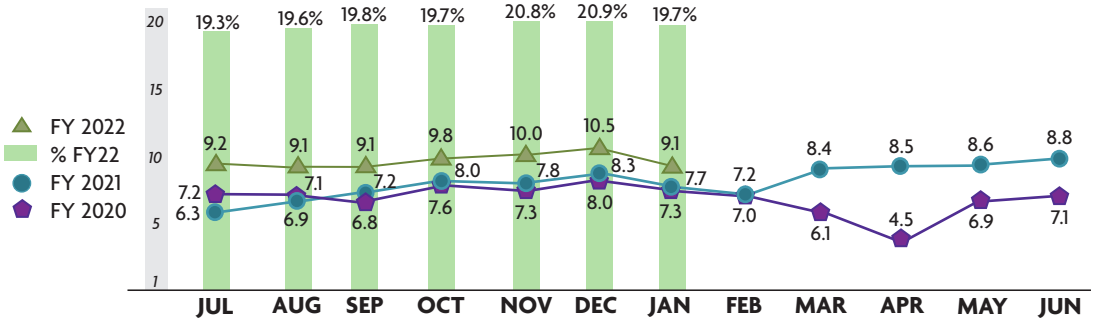
FY to Date	Actual	Budget
Senior Lien	2.34	2.12
Subordinate Lien	2.28	2.06

LEGEND: >= 1.45 (Green), 1.20 to 1.44 (Yellow), < 1.20 (Red)

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



F.

Regular Agenda Items

F. 1.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" in a serif font. "CENTRAL FLORIDA" and "AUTHORITY" are in black, while "EXPRESSWAY" is in orange. The text is flanked by two horizontal orange bars.

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

Third Party Payment Options Strategy

Tom Chully, Director of Service Strategy

— March 10, 2022 —

Third Party Payment Options Strategy Overview

- Technology advances and resulting smartphone growth
- CFX receiving increased interest from vendors offering 3rd party payment options
- CFX needs a structure to review, decide and manage the wave of opportunities
- Contract mechanism will be through unsolicited proposals



Third Party Payment Options Strategy Goals

- Recover CFX costs
- Provide level playing field
- Protect brands and customers
- Maintain interoperable relationships



What is an Unsolicited Proposal?

A written proposal for a new or innovative idea that is submitted to CFX on the initiative of the offeror for the purpose of obtaining a contract with CFX, and that is NOT in response to a Request for Proposals or Agency announcement.



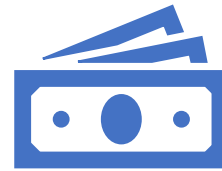
Process



Submitted to procurement department.



90 days to reject or accept the proposal which includes a review of the submittal.



CFX reserves the right to charge an administrative fee.



Proposal documents submitted to CFX from private entities are subject to public records laws.

The “Assess” Foundation

CFX will assess each third party business opportunity across three dynamics:

Strategic Alignment	Organization Impact	Financial Impact
		

The “Assess” Process

Business Opportunity Review



Evaluation Criteria Tool



Evaluation Team

Recommended Motion

Adoption of the Central Florida Expressway Authority's Third Party Payment Options Strategy as presented.

F. 2.

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

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

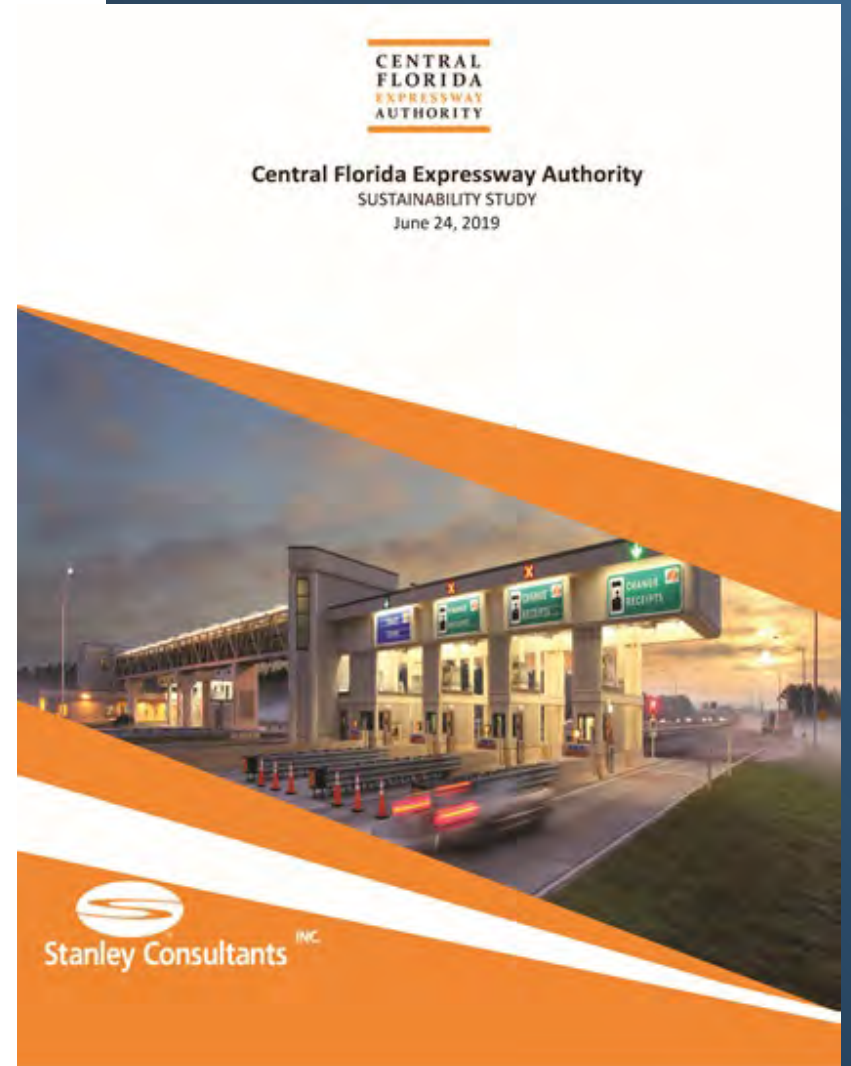
Sustainability Program Status

Bryan Homayouni, Director of Intelligent Transportation Systems

— March 10, 2022 —

Sustainability Study

- Board Approved April 2019
- **Key Elements**
 - Deployment of Photovoltaic (PV) Power Solutions
 - Improved Energy Efficiencies at CFX Buildings
 - Readiness for Vehicle Electrification



A large floating solar array is shown on a body of water. The array consists of many rows of solar panels mounted on a white floating structure. A worker in a yellow safety vest and white hard hat is standing on the array. In the background, there are trees and a white pickup truck parked near a building.

Sustainability Projects FY 2022-2026 Work Plan

- Five Solar Deployment (PV) Projects
- Includes Solar Deployment Projects at Eight Toll Plaza Facilities
- Total capital investment estimated at \$10 Million



Hiawassee Plaza: Elevated Ground Mount PV

- Sustainable Power for Two Meter Connections
 - Hiawassee Mainline Data Center ~320 kW
 - Hiawassee Mainline Plaza ~250 kW
 - Net Metering
- Interconnection Complete: February 23, 2022



Dynamic Message Sign Power Source: Floating PV

- Sustainable Power for One Meter Connection
 - Storage Capacity ~ 2- 3 Days
 - Dynamic Message Sign on SR 429 ~ 9 kW
- Improved Resiliency
- Construction Complete: December 21, 2021

Independence Mainline: Floating PV

- Sustainable Power for One Meter Connection
 - Independence Mainline Plaza ~ 160 kW
 - Net Metering
- Anticipated Board Award: Summer 2022

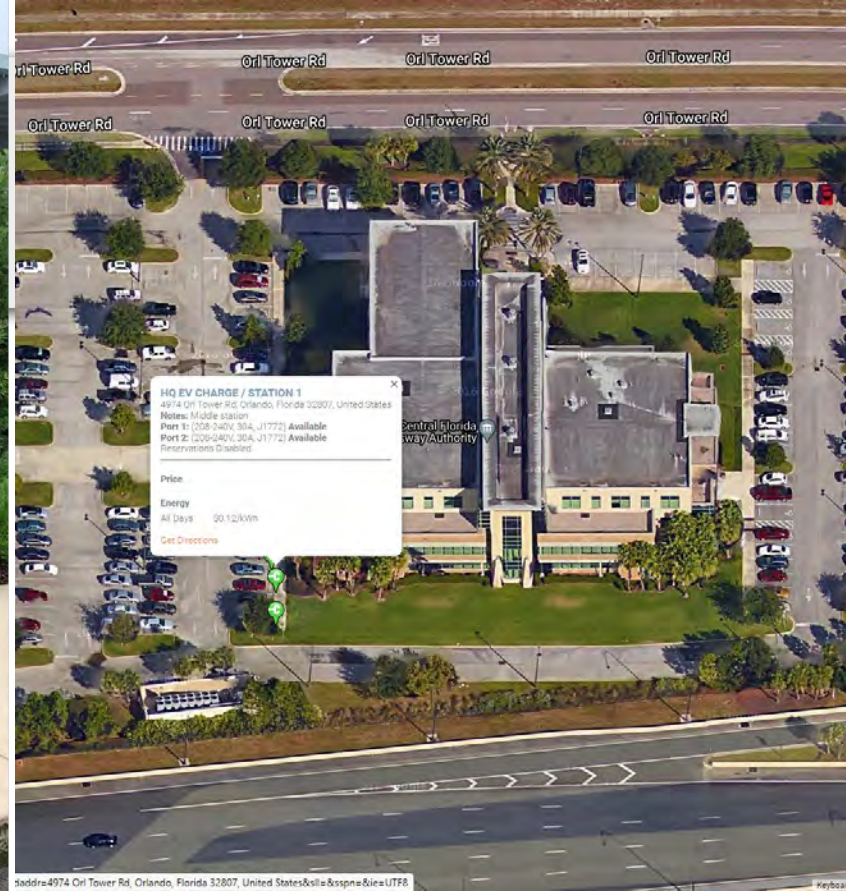




CFX HQ Energy Audit

CFX Headquarters Energy Initiative:

- HVAC Performance, Controls
- Lighting Control/Retrofits
- Maintenance Work
- Implementing Low-cost / High-return energy reductions
- Measuring Performance



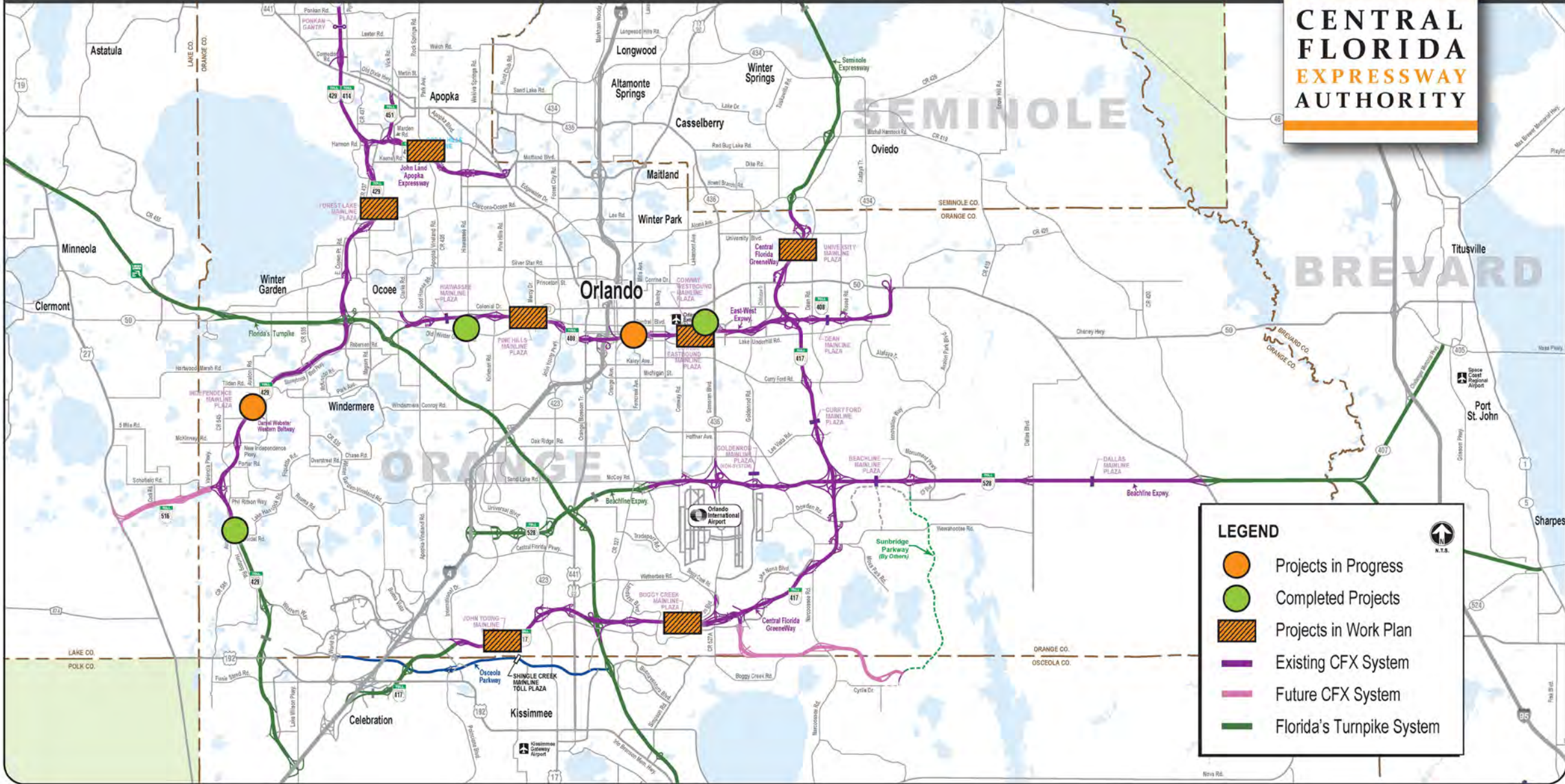
Electric Vehicle Charging Stations









CFX Headquarters: Parking Lot PV Concept


- Sustainable Power for One Meter Connection
 - CFX Headquarters ~ 600 kW
 - Net Metering
- Concept and Feasibility Under Review

CFX SUSTAINABILITY PROJECTS



LEGEND

-  Projects in Progress
-  Completed Projects
-  Projects in Work Plan
-  Existing CFX System
-  Future CFX System
-  Florida's Turnpike System


 N.T.A.