# AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING June 8, 2023 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 BOARD MEETING MINUTES (action Item)

- 1. May 11, 2023 Board Meeting
- 2. May 11, 2023 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. PUBLIC HEARING

- 1. RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY REGARDING RULE 2-9.001 WAIVING THE FULL IMPLEMENTATION OF ITS CUSTOMER FIRST TOLL POLICY ADJUSTMENT FOR THE 2024 FISCAL YEAR Lisa Lumbard, Chief Financial Officer (action item)
- 2. PUBLIC COMMENT
- 3. BOARD ACTION
- 4. CLOSE PUBLIC HEARING

(CONTINUED ON PAGE 2)

#### G. REGULAR AGENDA ITEMS

- 1. BUDGET FY 2024 THROUGH FY 2028 FIVE-YEAR WORK PLAN / FY 2024 OPERATIONS, MAINTENANCE & ADMINISTRATION Lisa Lumbard, Chief Financial Officer and Glenn Pressimone, Chief of Infrastructure (action item)
- 2. RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE SR 516 LAKE/ORANGE EXPRESSWAY PROJECT Brendan Lynch, Esquire and Brian Smith, Esquire, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (action item)
- 3. CONTRACT AWARD TO ATKINS NORTH AMERICA, INC. FOR DESIGN CONSULTANT SERVICES FOR SR 414 EXPRESSWAY EXTENSION FROM US 441 TO MAITLAND SUMMIT BOULEVARD Dana Chester, Director of Engineering (action item)
- 4. **SUPPLIER DIVERSITY PROGRAM UPDATE** *Iranetta Dennis, Director of Supplier Diversity* (info item)
- H. BOARD MEMBER COMMENT
- I. 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 <a href="mailto:least-three">least-three</a> (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.

# C.

# APPROVAL OF BOARD MEETING MINUTES

# 1.

#### MINUTES BOARD MEETING May 11, 2023

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

#### A. CALL TO ORDER

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

#### **Board Members Present:**

Mayor Jerry Demings, Orange County (Chairman)
Christopher "CJ" Maier, Gubernatorial Appointment (Treasurer)
Mayor Buddy Dyer, City of Orlando
Commissioner Andria Herr, Seminole County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Sean Parks, Lake County

#### Board Member Appearing Virtually:

Jay Madara, Gubernatorial Appointment

#### **Board Members Not Present:**

Commissioner Brandon Arrington, Osceola County (Vice Chairman) Commissioner Tom Goodson, Brevard County Commissioner Christine Moore, Orange County

#### Staff Present at Dais:

Michelle Maikisch, Executive Director Mimi Lamaute, Board Recording Secretary Diego "Woody" Rodriguez, General Counsel

#### Non-Voting Not Advisor Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

#### **B. PUBLIC COMMENT**

• There were no public comments received.

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



There were no written public comments received by the deadline.

#### C. APPROVAL OF MINUTES

A motion was made by Mr. Maier and seconded by Mr. Martinez to approve the April 13, 2023 Board Meeting and Board Workshop Minutes as presented. The motion carried unanimously with all six (6) board members in attendance voting AYE by voice vote. One (1) Board Member Mr. Madara voting AYE virtually. Commissioner Arrington, Commissioner Goodson and Commissioner Moore were not in attendance.

#### D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

#### CONSTRUCTION

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

Project 417-149	Sacyr Construccion SA, Inc.	\$ 166,884.69
Project 417-151	Ranger Construction Industries, Inc.	\$ 210,825.41
Project 538-165	The Lane Construction Corporation	\$ 83,252.36

- 2. Approval of Purchase Order to Dura-Stress, Inc. for Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$520,719.43)
- Approval of Purchase Order to Concrete Impressions of Florida, Inc. for Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$652,421.43)
- 4. Approval of Purchase Order to The Lane Construction Corporation for Material Price Index Adjustment for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$1,478,691.50)
- 5. Approval of First Contract Renewal with PI Consulting Services, LLC for Systemwide Construction Engineering and Inspection Services, Contract No. 001694 (Agreement Value: \$500,000.00)
- 6. Approval of Contract Award to Chinchor Electric, Inc. for Mainline Generator Replacement, Project No. 599-426A, Contract No. 001990 (Agreement Value: \$2,492,991.06)

#### **ENGINEERING**

- 7. Approval of Second Contract Renewal with The Balmoral Group, LLC for Miscellaneous Design Consultant Services, Contract No. 001497 (Agreement Value: \$1,000,000.00)
- Approval of Contract Award to Protean Design Group, Inc. for Design Consultant Services for SR 534 Simpson Road Extension – Segment 2A – SSBE, Project No. 534-242A, Contract No. 001964 (Agreement Value: not-to-exceed \$2,100,000.00)
- Approval of Contract Award to DRMP, Inc. for Design Consultant Services for Wrong Way Driving Countermeasures – Phase D, Project No. 599-526D, Contract No. 001972 (Agreement Value: not-to-exceed \$675,000.00)
- 10. Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 429 Binion Road Interchange, Project No. 429-309, Contract No. 001988
- Approval of Supplemental Agreement No. 3 with BCC Engineering, LLC for Design Consultant Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line – Seg. 2, Project No. 516-237, Contract No. 001686 (Agreement Value: not-to-exceed \$649,422.75)
- 12. Approval of Supplemental Agreement No. 2 with Volkert, Inc. for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project, Project No. 599-233, Contract No. 001632 (Agreement Value: not-to-exceed \$425,180.26)

#### MAINTENANCE

- 13. Approval of First Contract Renewal with Kisinger, Campo & Associates, Corp. for Systemwide Bridge Inspection Services, Contract No. 001527 (Agreement Value: \$1,000,000.00)
- 14. Approval of Fifth Contract Renewal with Chavez's Lawn Services, Inc. for Mowing and Landscaping Services of the Poinciana Parkway, Contract No. 001650 (Agreement Value: \$262,500.00)
- 15. Approval of Supplemental Agreement No. 2 with Aero Groundtek LLC for Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters, Contract No. 001680 (Agreement Value: not-to-exceed \$90,000.00)
- 16. Approval of Purchase Order to Vertiv Corporation for Preventive Air Conditioning Services (Agreement Value: \$69,652.00)

#### RISK MANAGEMENT

17. Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company (Agreement Value: \$1,133,540.00)

A motion was made by Commissioner Herr and seconded by Mr. Martinez to approve the Consent Agenda as presented. The motion carried unanimously with all six (6) board members in attendance voting AYE by voice vote. One (1) Board Member Mr. Madara voting AYE virtually. Commissioner Arrington, Commissioner Goodson and Commissioner Moore were not in attendance.

#### E. REPORTS

#### 1. CHAIRMAN'S REPORT

Chairman Demings announced that the consent agenda is the only item on the agenda this month. After the Treasurer and Executive Director reports, there will be a recess in order to move to the Pelican Conference Room for a workshop where the annual budget for 2024 Fiscal Year will be discussed.

#### 2. TREASURER'S REPORT

Mr. Christopher "CJ" Maier reported that CFX's toll revenue for March 2023 was \$67,000,000 which is 19% over budget. As of the end of the month, CFX's toll revenue year-to-date was \$477,000,000, which is 6% over budget and 5% over prior year.

In the month of March 2023, E-PASS customers saved \$11,700,000 through the 2023 State Toll Relief Program and \$31,500,000 total in the first three months of the program.

Total Operations, Maintenance and Administration expenses were \$77,000,000 year-to-date through March, which is 5% under budget.

After debt service, the total net revenue available for projects was \$254,000,000.

#### 3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Maikisch expanded on the following:

- Ms. Maikisch stated that Mr. Maier and Mr. Martinez's appointments were confirmed by the Senate during the regular session.
- On April 20<sup>th</sup> CFX held its annual Orange County Public Schools Stem Days with 44 students in attendance this year. After visiting the CFX Headquarters the participants visited the BEEP Headquarters and the Regional Traffic Center managed by FDOT District 5. She thanked the sponsors and the CFX staff members.

#### F. REGULAR AGENDA ITEMS

There were no regular agenda items.

The Board Meeting was recessed at 9:06 a.m. The Board Members moved to the Pelican Conference Room for the draft budget workshop.

#### G. BOARD MEMBER COMMENT

There were no Board Member Comments

Chairman Demings announced that the next Board Meeting is scheduled for June 8th.

#### H. ADJOURNMENT

Minutes approved on

Chairman Demings adjourned the Board Meeting and Board Workshop at approximately 10:05 a.m.

Mayor Jerry Demings
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

2023.

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, <a href="mailto:PublicRecords@CFXway.com">PublicRecords@CFXway.com</a>, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, <a href="mailto:www.CFXway.com">www.CFXway.com</a>.

# 2.

#### MINUTES BOARD WORKSHOP May 11, 2023

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

#### A. CALL TO ORDER

The Board Meeting was recessed and reconvened with the publicly noticed Workshop in the Pelican Conference Room at approximately 9:15 a.m. by Chairman Demings.

#### **Board Members Present:**

Mayor Jerry Demings, Orange County (Chairman)
Commissioner Brandon Arrington, Osceola County (Vice Chairman)
Christopher "CJ" Maier, Gubernatorial Appointment (Treasurer)
Mayor Buddy Dyer, City of Orlando
Commissioner Andria Herr, Seminole County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Sean Parks, Lake County

#### **Board Member Appearing Virtually:**

Jay Madara, Gubernatorial Appointment

#### Board Members Not Present:

Commissioner Tom Goodson, Brevard County Commissioner Christine Moore, Orange County

#### Also Present:

Mimi Lamaute, Recording Secretary Lisa Lumbard, Chief Financial Officer Glenn Pressimone, Chief of Infrastructure Michelle Maikisch, Executive Director Carleen Flynn, CDM Smith David Aron, CDM Smith

#### Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise



#### B. PUBLIC COMMENT

- There were no public comments received.
- There were no written public comments received by the deadline.

Ms. Michelle Maikisch, Executive Director, introduced Ms. Carleen Flynn and Mr. David Aron with CDM Smith to present CDM Smith's projections for CFX's traffic and revenue.

#### C. DRAFT BUDGET - FY 2024

#### 1. DRAFT FY 2022 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT

Ms. Carleen M. Flynn, with CDM Smith, CFX's General Traffic and Earnings Consultant, described historical and recent trends, which included traffic and revenue estimates, historical total transactions, transactions by payment type, cash collection trends and pay by plate trends.

Mr. David Aron described CDM Smith's forecast approach. He detailed forecasts based on annual transactions, system revenue, growth rates, annual growth in revenue and short-term forecast revenue estimates.

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

Ms. Maikisch commented that CFX's actuals and projections are very strong. Based on this data staff is recommending moving forward into fiscal year 2024 with the 1.5% adjustment. Ms. Lumbard and Mr. Pressimone will describe how this effects the projects and the debt service.

### 2. <u>BUDGET - FY 2024 THROUGH FY 2028 FIVE-YEAR WORK PLAN / DRAFT FY 2024 OPERATIONS, MAINTENANCE & ADMINISTRATION</u>

Mr. Glenn Pressimone, Chief of Infrastructure, described the proposed projects that are being presented for adoption this year based on the 1.5% that Staff is recommending and explained that no projects have been eliminated.

Ms. Lisa Lumbard, Chief Financial Officer, confirmed that with the additional debt issuances needed to fund the work plan, CFX will meet the debt service coverage target of 1.6 in all future years.

The Board Members commented, discussed opinions and asked questions which were answered by Ms. Lumbard, Mr. Pressimone, Ms. Maikisch and Mr. Aron.

The Board Members, by consensus, directed staff to move forward with the 1.5% adjustment. Ms. Maikisch explained that at the June Board Meeting there will be a public hearing to allow the public to provide feedback.

Staff will request Board approval to forego the CPI and utilize the 1.5% adjustment in the current policy for FY 2024 only.

#### D. BOARD MEMBER COMMENT

There were no additional Board member comments.

#### E. ADJOURNMENT

Chairman Demings adjourned the Board Meeting and Board Workshop at approximately 10:05 a.m.

Jerry Demings, Orange County Mayor Chairman Central Florida Expressway Authority Mimi Lamaute, Manager of Board Services Recording Secretary Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_\_, 2023.

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, <a href="mailto:PublicRecords@CFXway.com">PublicRecords@CFXway.com</a>, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, <a href="mailto:www.CFXway.com">www.CFXway.com</a>.

# **D.**Consent Agenda

#### CONSENT AGENDA June 8. 2023

#### <u>CONSTRUCTION</u>

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

Project 408-430	S.A. Casey Construction, Inc.	\$ 14,305.00
Project 417-142	Prince Contracting, LLC	\$ 79,931.79
Project 417-150	Sacyr Construccion SA, Inc.	\$ 368,018.03
Project 417-151	Ranger Construction Industries, Inc.	\$ 274,840.62
Project 417-760	Masci General Contractor, Inc.	\$ 41,971.05
Project 429-153	SEMA Construction, Inc.	\$ 225,819.85
Project 528-160	Ranger Construction Industries, Inc.	\$ 164,425.12
Project 599-180	Estep Construction, Inc.	(\$ 10,000.00)
Project 417-761	Hubbard Construction Company	\$ 44,014.10

#### **ENGINEERING**

- Approval of Supplemental Agreement No. 5 with The Balmoral Group, LLC for Design Consultant Services for SR 528 Widening from Narcoossee Road to SR 417, Project No. 528-160, Contract No. 001589 (Agreement Value: not-to-exceed \$27,829.09)
- 3. Approval of Supplemental Agreement No. 3 with Scalar Consulting Group Inc. for Design Consultant Services for SR 528 Widening from Goldenrod Road to Narcoossee Road, Project No. 528-168, Contract No. 001742 (Agreement Value: not-to-exceed \$116,887.10)
- 4. Approval of Mitigation Credit Purchases with D.R. Horton, Inc. (owner of Twin Oaks Mitigation Bank), Project No. 516-238 (Agreement Value: not-to-exceed \$2,470,000.00)
- 5. Approval of Mitigation Credit Purchases with TCP II Reedy Creek, LLC (owner of Reedy Creek Mitigation Bank) for Project No. 516-238 (Agreement Value: not-to-exceed \$1,094,000.00)
- 6. Approval of First Contract Renewal with Day Communications, Inc. for 2045 Master Plan Consultant Services, Contract No. 001960 (Agreement Value: \$25,000.00)

#### **FINANCE**

7. Approval of Final Ranking and Authorization for Negotiations for Enterprise Resource Planning System (ERP) Software Purchase, Project No. 599-563, Contract No. 001983

#### **INTERNAL AUD**IT

8. Approval of Contract Award to Protiviti, Inc. for Internal Auditor Services, Contract No. 001999 (Agreement Value: not-to-exceed \$1,800,000.00)

#### **LEGAL**

- Approval of American Government Services Corporation as a Subconsultant to Nelson Mullins Riley & Scarborough LLP for Right of Way Counsel Services, Contract No. 001477
- Approval of Contract Award to Nelson Mullins Riley & Scarborough LLP, Shutts & Bowen LLP and Mateer & Harbert, P.A. for Right of Way Counsel Services, Contract Nos. 001953, 002018 & 002019 (Agreement Value: \$3,000,000.00 each)
- 11. Approval of the License Agreement between CFX, Central Florida Property Holdings 600 LLC, Central Florida Property Holdings 500 LLC and Orlando Utilities Commission, Parcel Numbers: 534-843 and 534-844

#### **MAINTENANCE**

- 12. Approval of Integrated Synergy, Inc. as a Subcontractor to Jorgensen Contract Services, L.L.C. for Roadway and Bridge Maintenance Services, Contract No. 001151
- 13. Approval of Supplemental Agreement No. 2 with Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 and SR 453, Contract No. 001821 (Agreement Value: not-to-exceed \$335,000.00)
- 14. Approval of Supplemental Agreement No. 1 with Convergint Technologies LLC for Systemwide Electronic Security System Services, Contract No. 001969 (Agreement Value: not-to-exceed \$27,471.11)

#### **TECHNOLOGY/TOLL OPERATIONS**

- 15. Approval of Interlocal Agreement Between CFX and the Osceola County Tax Collector (OCTC) to Distribute E-PASS Sticker Tags
- 16. Approval of KECH, Inc. as a Subconsultant to AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215
- 17. Approval of Purchase Order to SHI International Corp. for Microsoft Dynamics and Power BI Licenses (Agreement Value: not-to-exceed \$707,619.19)

#### TRAFFIC OPERATIONS

- 18. Approval of Third Contract Renewal with AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215 (Agreement Value: \$4,500,000.00)
- 19. Approval of the Master Interlocal Agreement with the University of Central Florida Board of Trustees, Contract No. 002017

The following items are for information only:

- A. The following is a list of advertisement(s) from: May 14, 2023 through June 4, 2023
  - 1. 599-571: Design Consultant Services for Systemwide Miscellaneous ITS Upgrade Design
  - 2. 599-659: Systemwide Wrong Way Driving Prevention Construction
  - 3. 599-779: Systemwide Raised Pavement Markers Replacement Construction

#### 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. 408-175: SR 408 Widening from I-4 to Goldenrod Road Design
  - 2. 408-428: CFX Headquarters Lighting Retro-commissioning Construction
  - 3. 417-178: SR 417 Widening from SR 528 to SR 408 PD&E Study
  - 4. 417-833: SR 417 Widening Landscape Installation, Econ Trail to Seminole County Line
  - 5. 429-715: SR 429 and West Road Signal Replacement
  - 6. 516-236: SR 516 Lake/Orange Expressway from US 27 to West of Cook Road CEI Services
  - 7. 516-238: SR 516 Segment 3 Lake/Orange Expressway from County Line to SR 429 Construction
  - 8. 528-172: SR 528 West Mainline Data Collection Gantries Construction
  - 9. 528-307: SR 528 Dallas Boulevard Interchange Design
  - 10. 599-407: SR 408/SR 417 Mainline Photovoltaic Deployment Design/Build
  - 11. 599-416C: McCoy Road Facility Building Reconstruction Construction
  - 12. 599-426: Systemwide Generator Replacements
  - 13. 599-427: Northeast Connector Expressway Phase 2 PD&E Study
  - 14. 599-435: Systemwide Elevator Replacements Construction
  - 15. 599-524: Layer 2 Switch Equipment
  - 16. 599-765: Systemwide Toll Plaza Facia and Roof Replacements Construction
  - 17. CFX Sustainability Report Update
  - 18. D/M/WBE Co-Financial Advisor
  - 19. Disclosure Counsel Services
  - 20. Investment Banking/Underwriting Services
  - 21. Landscape Maintenance Services for SR 408, SR 417, Headquarters Building and E-PASS Service Center
  - 22. Out Parcel Mowing SR 414, SR 429, SR 451 & SR 453
  - 23. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
  - 24. Roadway and Bridge Asset Maintenance for SR 408, SR 417 & SR 528
  - 25. Supportive Services Consultant
  - 26. Systemwide Aquatic Vegetation Control Services

## CONSENT AGENDA ITEM #1

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Ben Dreiling, P.E.

Director of Construction

DATE: May 19, 2023

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 (\$) June 2023	Total Amount (\$) to Date*	Time Increase or Decrease
408-430	S.A. Casey Construction, Inc.	CFX Headquarters Building Retrofits	\$ 765,000.00	\$ -	\$ 14,305.00	\$ 779,305.00	0
417-142	Prince Contracting, LLC	SR 417 Widening from John Young Pkwy to Landstar Blvd	\$ 116,845,417.00	\$ 985,159.84	\$ 79,931.79	\$ 117,910,508.63	58
417-150	Sacyr Construccion SA, Inc.	SR 417 Widening from Narcoossee Road to SR 528	\$ 92,279,567.00	\$ -	\$ 368,018.03	\$ 92,647,585.03	0
417-151	Ranger Construction Industries, Inc.	SR 417 Widening from Boggy Creek Road to Narcoossee Road	\$ 61,810,653.72	\$ 38,229.53	\$ 274,840.62	\$ 62,123,723.87	0
417-760	Masci General Contractor, Inc.	SR 417 Resurfacing from SR 528 to Berry Dease Road	\$ 16,029,260.78	\$ -	\$ 41,971.05	\$ 16,071,231.83	0
429-153	SEMA Construction, Inc.	SR 429 Widening from West Road to SR 414	\$ 127,180,000.00	\$ 4,942,280.33	\$ 225,819.85	\$ 132,348,100.18	0
528-160	Ranger Construction Industries, Inc.	SR 528 Widening from Narcoossee Road to SR 417	\$ 15,844,749.27	\$ -	\$ 164,425.12	\$ 16,009,174.39	0
599-180	Estep Construction, Inc.	Apopka Lane Drainage Improvements	\$ 66,705.00	\$ -	\$ (10,000.00)	\$ 56,705.00	0
417-761	Hubbard Construction Company	SR 417 Resurfacing from SR 408 to Canal E-4 Bridge	\$ 6,779,194.64	\$ -	\$ 44,014.10	\$ 6,823,208.74	0

TOTAL \$ 1,203,325.56

Reviewed By

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

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



<sup>\*</sup> Includes Requested Amount for this current month. Total to Date does not include costs for material escalations or project incentives-disincentives.

# Project 408-430: CFX Headquarters Building Retrofits S.A. Casey Construction, Inc. SA 408-430-0623-01

#### Low Voltage Work

Low voltage work to add a data system in the CFX headquarters building was added to this contract.

#### ADD THE FOLLOWING ITEM:

Low Voltage Work \$ 14,305.00

#### **TOTAL AMOUNT FOR PROJECT 408-430**

\$ 14,305.00

## Project 417-142: SR 417 Widening from John Young Pkwy to Landstar Blvd Prince Contracting, LLC SA 417142-0623-06

#### Load Orange Avenue Bridge Deck

The new steel beams for the SR 417 inside bridge widening over Orange Avenue did not deflect as much as anticipated in the design and required additional loading so the new deck elevations would match the existing deck elevations.

#### ADD THE FOLLOWING ITEM:

Load Orange Avenue Bridge Deck

\$ 13,127.85

Increase Contract Time 13 Non-Compensable Calendar Days

#### Orange Avenue Cross Frames

The proposed cross bracing between the new and old beams on the SR 417 Bridge over Orange Avenue required additional steel plate to allow proper bolted connections.

#### ADD THE FOLLOWING ITEM:

Orange Ave Cross Frames

\$ 66,803.94

Increase Contract Time 45 Non-Compensable Calendar Days

#### **TOTAL AMOUNT FOR PROJECT 417-142**

\$ 79,931.79

#### Project 417-150: SR 417 Widening from Narcoossee Rd to SR 528

Sacyr Construccion SA, Inc.

SA 417-150-0423-01

#### Pile Driving Monitoring

The contract called for load testing utilizing internal gauges for monitoring bridge pile driving. This was revised to a Pile Driving Analyzer (PDA) dynamic monitoring system using external gauges.

#### ADD THE FOLLOWING ITEM:

Load Test Dynamic (PDA)

\$ 325,381.98

#### DELETE THE FOLLOWING ITEM:

Load Test Internal Gauges

\$ (385,000.00)

Subtotal: Pile Driving Monitoring

(59,618.02)

#### Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of March 2022 - March 2023. Adjustments were made only if the current month fuel price was greater than or less than 5% of the bid/base fuel price. During this period of time \$26,966,161.00 of construction was performed/produced.

#### ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: March 2022 to March 2023

\$ 265,752.03

#### Bituminous Price Index Adjustments

The contract contains provisions for bituminous price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of May 2022 to March 2023. Monthly adjustments were made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price.

#### ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: May 2022 to March 2023

129,842.92

#### Additional Piles at OUC Bridge EB1

Three piles at OUC Bridge End Bent 1 required supplementing with additional driven piles.

#### ADD THE FOLLOWING ITEM:

Additional Piles at OUC Bridge EB1

\$ 32,041.10

#### **TOTAL AMOUNT FOR PROJECT 417-150**

\$ 368,018.03

Project 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee Road Ranger Construction Industries, Inc. SA 417-151-0623-04

#### Light Pole Complete Furnish & Install 35' Mounting Height

Add three (3) light poles at 35' mounting height under new Pay Item 0715-004-012.

#### ADD THE FOLLOWING ITEM:

Light Pole Complete Furnish & Install 35' Mounting Height

\$ 27,600.00

#### Final Quantities - Bridge Pile

Adjust contract for completed bridge piling to reflect the actual installed quantities.

#### INCREASE THE FOLLOWING ITEM:

Steel Piling, HP 14 x 89

\$ 180,615.33

#### Hurricane Ian - Storm Drainage Desilting

Cost associated with providing labor, materials and equipment to desilt drainage pipes and structures to maintain the drainage system due to the silt deposited during Hurricane Ian.

#### ADD THE FOLLOWING ITEM:

Hurricane Ian Desilting

\$ 66,625.29

#### **TOTAL AMOUNT FOR PROJECT 417-151**

\$ 274,840.62

Project 417-760: SR 417 Resurfacing from SR 528 to Berry Dease Road Masci General Contractor, Inc. SA 417-760-0623-01

#### Fuel Adjustment August 2022 - March 2023

The contract contains 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 April 2022. In accordance with the contract specifications, the engineer has calculated this fuel adjustment for the project for the period of August 2022 through March 2023. During this period of time \$9,294,828.48 of construction was performed/produced.

#### ADD THE FOLLOWING ITEM:

Fuel Adjustment August 2022 to March 2023

\$ (3,078.71)

#### Bituminous Adjustment August 2022 - March 2023

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base bituminous price. The bid month was April 2022. In accordance with the contract specifications, the engineer has calculated this bituminous adjustment for the project for the period of August 2022

#### ADD THE FOLLOWING ITEM:

Bituminous Adjustment August 2022 to March 2023

\$ 45,049.76

**TOTAL AMOUNT FOR PROJECT 417-760** 

\$ 41,971.05

#### Project 429-153: SR 429 Widening from West Road to SR 414

SEMA Construction, Inc. SA No.: 429-153-0623-03

#### <u>Plan Revision 4 - Additional Temporary Pavement</u>

Plan Revision 4 increased the limits of temporary pavement construction on NB SR 429.

#### ADD THE FOLLOWING ITEM:

Plan Revision 4 - Additional Temporary Pavement

\$ 70,849.14

#### <u>Plan Revision 3 - Median Sign Structure Foundations</u>

Plan Revision 3 increased the size of sign structure foundations at locations with variable width median barrier wall.

#### INCREASE THE FOLLOWING ITEM:

Plan Revision 3 - Median Sign Structure Foundations

\$ 72,311.88

#### Forest Lake Golf Course Path Culvert

Compensation for the final design and additional costs associated with the demolition and construction required for the extension of the Forest Lake Golf Course path culvert.

#### ADD THE FOLLOWING ITEM:

Forest Lake Golf Course Path Culvert

\$ 59,500.00

11,563.13

\$

#### **Subsoil Excavation**

Removal of unforeseen unsuitable subsoil material at the southbound project limits.

ADD THE FOLLOWING ITEM:
Staked Median Barrier Wall

INCREASE THE FOLLOWING ITEMS:	
Subsoil Excavation	\$ 1,380.50
Embankment	\$ 6,074.20
Type B Stabilization	\$ 779.00
Optional Base Group 10	\$ 3,362.00
	\$ 11,595.70
Subtotal: Subsoil Excavation	\$ 23,158.83

#### **TOTAL AMOUNT FOR PROJECT 429-153**

225,819.85

#### Project 528-160: SR 528 Widening from Narcoossee Road to SR 417

Ranger Construction Industries, Inc.

SA 528-160-0623-01

#### Plan Revision 01

Compensate the Contractor for the additional work in Plan Revision 1.

#### ADD THE FOLLOWING ITEMS:

Mowing	\$ 54,000.00
Raised Pavement Marker, Type B	\$ 3,973.20
Thermoplastic, Preformed, White, Message or Symbol	\$ 3,300.00
Thermoplastic, Preformed. White, Arrow (Option Lane Dir. Arrow)	\$ 8,673.50
DELETE THE FOLLOWING ITEMS:	
Thermoplastic, Standard, White, Message or Symbol	\$ (920.40)
Thermoplastic, Standard, White, Arrow	\$ (1,512.40)
Subtotal: Plan Revision 01	\$ 67,513.90

#### Fuel Adjustment July 2022 - March 2023

The contract contains 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 February 2022. In accordance with the contract specifications, the engineer has calculated this fuel adjustment for the project for the period of July 2022 through March 2023. During this period of time \$9,118,143.31 of construction was performed/produced.

#### ADD THE FOLLOWING ITEM:

Fuel Adjustment July 2022 - March 2023

\$ 16,889.42

#### Bituminous Adjustment July 2022 - March 2023

The contract contains provisions for bituminous 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 February 2022. The bid month was February 2022. In accordance with the terms of the contract, the Engineer has calculated Fuel Adjustment for the project for the period of July 2022 through March 2023.

#### ADD THE FOLLOWING ITEM:

Bituminous Adjustment July 2022 - March 2023

\$ 17,833.35

#### Optional Base Group Changes

Delete the quantities for Optional Base Groups 4 and 10 and add them to the quantities for Asphalt Base Groups 5 and 11. Also compensate the Contractor for aggregate price increases from the time of bid for the additional quantities added to the asphalt base.

#### ADD THE FOLLOWING ITEM:

Aggregate Price Increase for Additional Black Base		5,438.00	
INCREASE THE FOLLOWING ITEMS:			
Optional Base Group 05 (Type B-12.5)	\$	25,796.40	
Optional Base Group 11 (Type-B-12.5)	\$	44,143.90	

#### DELETE THE FOLLOWING ITEMS:

Optional Base Group 04	\$ (20,253.80)
Optional Base Group 10	\$ (28,112.10)
Subtotal: Optional Base Group Changes	\$ 27,012.40

#### Temporary ITS Quantities

Adjust quantities for completed temporary ITS pay items in the contract to reflect the actual field measured quantities installed throughout the project.

ADD THE FOLLOWING ITEMS:		
Temporary Pull Box (F&I)	\$	5,010.00
Temporary Conduit (Underground) (2" SCH 40 PVC) (F&I)	\$	8,491.50
Temporary Electrical Conductors (Insulated) (No. 6) (F&I)	\$	8,021.55
INCREASE THE FOLLOWING ITEMS:		
Temporary Fiber Optic Cable (72 SM Fiber) (F&I)	\$	24,736.50
Temporary Fiber Optic Splice Enclosure	\$	3,120.00
Temporary Fiber Optic Conduit (2-1" HDPE SDR 11) (Trench or Plow)	\$	34,108.80
DECREASE THE FOLLOWING ITEMS:		
Temporary Fiber Optic Cable (12 SM Fiber) (F&I)	\$	(9,565.50)
Temporary Fiber Optic Splice	\$	(252.60)
Temporary Fiber Optic Conduit (1-1" HDPE SDR 11) (Trench or Plow)	\$	(10,094.20)
Temporary Doghouse Fiber Optic Manhole (4'x6.5'x6.5') (F&I)	\$	(28,400.00)
Subtotal: Temporary ITS Quantities	\$	35,176.05
Total Amount For Project 528-160	<u>\$</u>	164,425.12

Project 599-180: Apopka Lane Drainage Improvements Estep Construction, Inc. SA 599-180-0623-01

#### Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the contract to reflect the actual field measured quantities installed throughout the project.

DECREASE THE FOLLOWING ITEM:

Work Order Allowance \$ (10,000.00)

**TOTAL AMOUNT FOR PROJECT 599-180** 

**\$** (10,000.00)

#### Project 417-761: SR 417 Resurfacing from SR 408 To Canal E-4 Bridge Hubbard Construction Company SA 417-761-0623-01

#### Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the contract to reflect the actual field measured quantities installed throughout the project.

INCREASE THE FOLLOWING ITEMS:		
Regular Excavation	\$	1,392.85
Milling Exist Asph Pavt, 3 3/4" Avg Depth	\$	2,920.00
Roadway Repair, Emergency Base Repair Contingency	\$	15,165.00
Superpave Asphaltic Concrete, Traffic C, PG 76-22	\$	34,914.60
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	45,071.20
Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22 (Black Granite Mix)	\$	15,746.40
Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	\$	8,804.40
Miscellaneous Asphalt Pavement	\$	5,617.30
Concrete Ditch Pavement, Non Reinforced, 4"	\$	3,284.40
Approach Transition Connection To Rigid Barrier, F&I, Tl-3	\$	2,820.00
Guardrail Transition Connection To Rigid Barrier, F&I, Existing Bridge Approach Tl-3	\$	25,760.00
Guardrail Removal	\$	206.00
Thermoplastic, Standard, Other Surfaces, Yellow, Solid, 6"	\$	16.80
Pavement Marking - Preformed Tape, White, Solid, 8"	\$	592.00
Pavement Marking - Preformed Tape, White, Solid, 18"	\$	846.00
Pavement Marking - Preformed Tape, Remove	\$	23,891.40
DECREASE THE FOLLOWING ITEMS:		
Maintenance Of Traffic For Roadway Repair Contingency	\$	(4,500.00)
Portable Changeable Message Sign - Temporary (Contingency)	\$	(388.70)
Milling Exist Asphalt Pavt, 2 3/4" Avg Depth	\$	(480.00)
Ground-In Rumble Strips, 16"	\$	(1,219.54)
Performance Turf, Sod	\$	(26,964.00)
Work Order Allowance	\$	(208,687.99)
DELETE THE FOLLOWING ITEMS:		
Conduit, F&I, Open Trench	\$	(1,524.40)
Signal Cable- New Or Reconstructed Intersection, Furnish & Install	\$	(4,300.00)
Pull & Splice Box, F&I, 13" X 24" Cover Size	\$	(3,904.00)
Loop Detector Inductive, Remove- Cabinet To Remain	\$	(1,400.00)
Vehicle Detection System- Video, Furnish & Install Cabinet Equipment	\$	(31,200.00)
Vehicle Detection System- Video, Furnish & Install Above Ground Equipment	\$	(23,000.00)
Traffic Controller Assembly, Modify	\$	(6,100.00)
Allowance For Disputes Review Board	\$	(30,000.00)
Subtotal: Adjustments to Final Quantities for Completed Contract Items	\$	(156,620.28)
Substitute Adjustments to I mai Quantities for Completed Contract Items	Ψ	(150,020.20)

#### Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments were made only if the current fuel price is greater than or less than 5% of the bid fuel price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the period of October 2021 - February 2023. During this period of time \$6,622,574.36 of construction was performed/produced.

#### ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: October 2021 to February 2023

#### \$ 40,548.86

#### Bituminous Price Index Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments were made only if the current asphalt price index was greater than or less than 5% of the bid asphalt price index. In accordance with the terms of the contract, the Engineer has calculated the adjustments for the project for the period of October 2021 - February 2023.

#### ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: October 2021 to February 2023

#### \$ 53,789.33

#### SB SR 417 Asphalt Repairs

Compensate the Contractor for additional cost associated with the pavement repairs required due to third party damage to the SB SR 417 travel lanes.

#### ADD THE FOLLOWING ITEM:

SB SR 417 Asphalt Repairs

\$ 106,296.19

#### **TOTAL AMOUNT FOR PROJECT 417-761**

44,014.10

## CONSENT AGENDA ITEM #2

#### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams / FROM:

Director of Procurement

DATE: May 22, 2023

Approval of Supplemental Agreement No. 5 with The Balmoral Group, LLC SUBJECT:

for Design Consultant Services for SR 528 Widening from Narcoossee Road

to SR 417

Project No. 528-160, Contract No. 001589

Board approval of Supplemental Agreement No. 5 with The Balmoral Group, LLC for a not-to exceed amount of \$27,829.09 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes post design services.

Original Contract	\$1,290,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 112,956.72
Supplemental Agreement No. 3	\$ 103,018.75
Supplemental Agreement No. 4	\$ 24,933.63
Supplemental Agreement No. 5	\$ 27,829.09
Total	\$1,558,738.19

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

Reviewed by:

Dana Chester, PE

Director of Engineering

#### SUPPLEMENTAL AGREEMENT NO. 5

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 528-160)

#### SR 528 Widening from Narcoossee Road to SR 417

	THIS	SUPPLEMENTAL	AGREEMENT	NO.	5 TO	AGREEMENT	FOR
PROFE	SSIONA	AL SERVICES POS	T DESIGN SERVIC	CES ("Su	applemen	tal Agreement") is	s made
and ent	ered into	o this	lay of		, 20	23, by and betwe	en the
CENTR	RAL FL	ORIDA EXPRESS	WAY AUTHORIT	Y, an a	agency o	f the State of F	lorida,
hereina	fter calle	ed "CFX" and the con	nsulting firm of TH	E BALM	ORAL (	GROUP, LLC., a F	Florida
limited	liability	company, hereinafte	r called the "CONS	ULTAN	IT."		

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated February 13, 2020, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 8, 2020, as amended and supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 12, 2021, as amended and supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 2021, and as amended and supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated December 8, 2022 (collectively, the "Agreement"); and

WHEREAS, Section 4.23 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 528-160, 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. 3 dated September 22, 2021 ("SA 3"), as amended and supplemented by that certain Supplemental Agreement No. 4 dated December 8, 2022 ("SA 4") to provide the post design services more specifically outlined in SA 3 ("Post Design Services") and SA 4 after completion of the services outlined in the Agreement for Project 528-160; and

WHEREAS, Articles 2.00 and 11.00 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 May 1, 2023, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.23 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 \$27,829.09 to a total of \$155,781.47.
- 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.



### **MEMORANDUM**

**Date:** May 4, 2023

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001589

CFX Project No. 528-160

SR 528 Widening from Narcoossee Road to SR 417

Supplemental Agreement No. 5

### **Comments:**

I have reviewed the SA proposal submitted by the Balmoral Group provided on May 1, 2023, for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide additional post design services and to cover additional work and coordination efforts during the construction phase of the project.

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

\$ 15,311.86	Balmoral as Prime
\$ 7,965.87	BASE as Subconsultant
\$ 0.00	DRMP as Subconsultant
\$ 0.00	GEC as Subconsultant
\$ 4,551.36	CES as Subconsultant
\$ 27,829.09	Total Requested Contract Amendment Amount

The total fee transfers 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 \$27,829.09.

Should you have questions or need additional information, please call me at 321.354.9605.

### CC:

Keith Jackson, PE Dewberry Jamison Edwards, PE CFX Engineering Project Manager File



May 1, 2023

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CFX Contract No. 001589
EB SR 528 Widening from Narcoossee Road to SR 417
CFX Project #528-160 - Post Design Services (PDS)
Supplemental Agreement #5

Dear Mr. Edwards,

The Balmoral Group, under CFX Contract 001589, EB SR 528 Widening from Narcoossee Road to SR 417, is to provide post design services for widening and associated upgrades along SR 528.

I wanted to make you aware that the PDS budget for The Balmoral Group is close to being exhausted. Some of the post design effort has been associated with the out-of-scope efforts to redesign guide sign OT-3 LT.

Other items captured in this supplemental agreement follows:

- The original PDS fee and PDS SA #4 accounted for four (4) Revisions; five (5) revisions have been processed to date. The fee estimate accounts for two additional revisions.
- Additional ITS and Structures RFIs
- Additional coordination efforts as a result of the construction duration being extended from 12 months to 15 months

The attached scope and fee estimate (including the detailed staff hour and fee breakdown) presents the task, effort and fee anticipated for the remainder of the construction duration. The fee for the anticipated remaining services is \$27,829.09.

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 at 407.739.4899.

Sincerely,

Gregory Seidel, P.E. Project Manager

c: Jim Bradford, P.E. (Dewberry)



## Exhibit "A"

### Contract No. 001589

# EB SR 528 Widening From Narcoossee Road to SR 417 CFX Project No. 528-160 POST DESIGN SERVICES

### **Supplemental Agreement #5**

### CONSULTANT'S SCOPE OF SERVICES AND FEE SCHEDULE

### 1.0 PURPOSE

This exhibit is to describe the scope of work and the responsibilities of THE BALMORAL GROUP, LLC ("CONSULTANT") in connection with supplemental services for the improvements associated with the subject project.

The CONSULTANT agrees to perform and complete the following work ("SERVICES") for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") in accordance with the terms and conditions of the Standard Professional Services Agreement ("Prime Agreement") between CFX and CONSULTANT dated February 13, 2020 all of which terms and conditions are incorporated herein by reference.

The general objective is for the CONSULTANT to provide post-design services to CFX during the bidding/award process and subsequent construction of the project described above.

### 2.0 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will be responsible for furnishing the respective services, information and items as follows:

### **POST DESIGN SERVICES (PDS)**

### 2.01 Pre-Award Activities

No change.

### 2.02 Requests For Information (RFI)

Review of additional ITS & Structures RFI's.

### 2.03 Shop Drawing Reviews

Review of additional Structures RFI's.

### 2.04 Plans Revisions

Plan Revisions

Prepare two additional plan revisions.

### 2.05 Coordination

Contract duration is assumed to extend by three months (12 months originally – 15 month anticipated.

### 2.06 Field Visits

Additional site visit for Roadway discipline (Final Acceptance Walk through).

### 2.07 Meetings

No change.

### SUPPLEMENTAL AGREEMENT NO. 4

TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 528-160)

### SR 528 Widening from Narcoossee Road to SR 417

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated February 13, 2020, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 8, 2020, as amended and supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 12, 2021, and as amended and supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 2021 (collectively, the "Agreement"); and

WHEREAS, Section 4.23 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 528-160, 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. 3 dated September 22, 2021 ("SA 3") to provide the post design services more specifically outlined in SA 3 ("Post Design Services") after completion of the services outlined in the Agreement for Project 528-160; and

WHEREAS, Articles 2.00 and 11.00 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 September 15, 2022, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.23 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 \$24,933.63 to a total of \$127,952.38.

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: 2022.12.13 15:41:55 -05'00'

Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

29:\_\_\_\_\_

Print Name: Jennifer Nunn

Title: Vice President/Manager

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.12.13 11:47:42 -05'00'

Diego "Woody" Rodriguez

General Counsel for CFX

Project 528-160 Contract No. 001589

# **ll Dewberry**·

### **MEMORANDUM**

Date: September 16, 2022

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E Bradford, PE JEB

Subject: Design Consultant Services - Contract 001589

CFX Project No. 528-160

SR 528 Widening from Narcoossee Road to SR 417

Supplemental Agreement No. 4

### Comments:

I have reviewed the SA proposal submitted by the Balmoral Group provided on September 15, 2022, for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide additional post design services and to cover additional work and coordination efforts during the construction phase of the project.

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

\$ 24,933.63	Balmoral as Prime
\$ 0.00	BASE as Subconsultant
\$ 0.00	DRMP as Subconsultant
\$ 0.00	GEC as Subconsultant
\$ 0.00	CES as Subconsultant
\$ 24,933.63	Total Requested Contract Amendment Amount

The total fee transfers 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 \$24,933.63.

Should you have questions or need additional information, please call me at 321.354.9605.

### CC:

Keith Jackson, PE Dewberry Jamison Edwards, PE CFX Engineering Project Manager File



### September 15, 2022

Jamison Edwards, P.E. **Engineering Project Manager Central Florida Expressway Authority** 4974 ORL Tower Road Orlando, FL 32807

CFX Contract No. 001589 Re: EB SR 528 Widening from Narcoossee Road to SR 417 CFX Project #528-160 - Post Design Services (PDS) Supplemental Agreement #4

Dear Mr. Edwards,

The Balmoral Group, under CFX Contract 001589, EB SR 528 Widening from Narcoossee Road to SR 417, is to provide post design services for widening and associated upgrades along SR 528.

I wanted to make you aware that the PDS budget for The Balmoral Group is close to being exhausted. Much of the post design effort has been associated with out-of-scope efforts; these services include:

- Utility coordination efforts with AT&T Transmission, AT&T Distribution, OUC, and Sprint to finalize Utility Work Schedules
- Coordination efforts and associated revisions for unanticipated adjacent project impacts (Brightline and CFX 417-150)

Other items captured in this supplemental agreement follows:

- Original PDS fee did not include Roadway hours for addendum preparation and one addendum was created during the bidding process
- Original PDS fee reflect a total of 13 RFI's; 12 RFI's have been submitted to date
- Original PDS fee reflect a total of 2 Revisions; 3 revisions have been submitted to date

The attached scope and fee estimate (including the detailed staff hour and fee breakdown) presents the task, effort and fee anticipated for the remainder of the construction duration. The fee for the anticipated remaining services is \$24,933.63.

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 at 407.739.4899.

Sincerely,

Gregory Seidel, P.E.

ProJeE- anag

c: Jim Bradford, P.E. (Dewberry)

### Exhibit "A" Contract No. 001589

Project 528-160 Contract No. 001589

### EB SR 528 Widening From Narcoossee Road to SR 417 CFX Project No. 528-160 POST DESIGN SERVICES

### Supplemental Agreement #4

### CONSULTANT'S SCOPE OF SERVICES AND FEE SCHEDULE

#### 1.0 **PURPOSE**

This exhibit is to describe the scope of work and the responsibilities of THE BALMORAL GROUP, LLC ("CONSULTANT") in connection with supplemental services for the improvements associated with the subject project.

The CONSULTANT agrees to perform and complete the following work ("SERVICES") for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") in accordance with the terms and conditions of the Standard Professional Services Agreement ("Prime Agreement") between CFX and CONSULTANT dated February 13, 2020 all of which terms and conditions are incorporated herein by reference.

The general objective is for the CONSULTANT to provide additional post-design services (original SA #3 for Post Design Services) to CFX during the bidding/award process and subsequent construction of the project described above.

#### 2.0 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will be responsible for furnishing the respective services, information and items as follows:

### POST DESIGN SERVICES (PDS)

2.01 **Pre-Award Activities** 

Addenda Preparation

Prepare one Bid Addendum (not included in original effort)

2.02 Requests For Information (RFI)

Roadway

Review of additional RFI's.

2.03 Shop Drawing Reviews

No change.

2.04 Plans Revisions

Plan Revisions

Prepare two additional plan revisions.

2.05 Coordination

> Coordinate with adjacent projects (Brightline and CFX 417-150). Coordinate modifications for Ponds 160-3 and 160-4. Coordinate with AT&T Distribution, AT&T Transmission, OUC, and Sprint to finalize outstanding Utility Work Schedules.

2.06 Field Visits

No change.

2.07 Meetings

No change.

### SUPPLEMENTAL AGREEMENT NO. 3

TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 528-160)

### SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ September\_\_\_\_\_, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of THE BALMORAL GROUP, LLC., a Florida limited liability company, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated February 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 8, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 12, 2020 (collectively, "Agreement"); and

WHEREAS, Section 4.23 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 528-160, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

- 1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 18, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.
- 2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$103,018.75.
  - 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:	Robert JohnSon Digitally signed by Robert Johnson Date: 2021.09.22 14:33:24-04'00'
	Aneth Williams, Director of Procurement

THE BALMORA LLC. OUP,
By:
Print Name: _Jennifer Nunn
Title:Vice President/Manager

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: 2021,09.21 10:45501 -04/00'

Diego "Woody" Rodriguez

General Counsel for CFX

### SUPPLEMENTAL AGREEMENT NO. 2

### TO

# AGREEMENT FOR PROFESSIONAL SERVICES

# FINAL DESIGN SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and
entered into this 12th day of August, 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 THE BALMORAL GROUP, LLC., a Florida
corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated February 13, 2020 ("Agreement"); and

WHEREAS, Articles 2.0and11.0 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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's July 16, 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 are adjusted upwards by \$174,333.89 to \$659,781.67
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
  - c. The Subcontract Items are adjusted downward by \$35,816.13 to \$743,175.05 as follows:

•WBA	\$6,228.24
•Base	\$7,955.63
•DRMP	(\$43,000.00)
•GEC	(\$7,000)

- d. The Allowance is adjusted downwards by \$25,561.04 to \$0.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$112,956.72 to \$1,402,956.72
- 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: 2021.08.19 13:34:40 -04'00'

Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

Print Name: Jennifer Nunn

Title: Vice President

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

By: Laura N. Kelly, Associate Oligitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.08.19 10:03:41-04'00'

Diego "Woody" Rodriguez

General Counsel



### **MEMORANDUM**

**Date:** July 17, 2021

To: Will Hawthorne, PE CFX Director of Engineering

From: James E. Bradford, PE

Subject: Design Consultant Services - Contract 001589

CFX Project No. 528-160

SR 528 Widening from Narcoossee Road to SR 417

Supplemental Agreement No. 2

### Comments:

I have reviewed the fee transfer and SA proposal submitted by the Balmoral Group provided via email on July 16, 2021, for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide additional design services to cover additional work that was recommended for the Rapid Response M&R plans under Project #528-760A and additional drainage and utility modifications adjacent to the Brightline rail corridor.

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

\$ 1	174,333.89	Balmoral as Prime
\$	6,228.24	WBQ as subconsultant
\$	7,955.63	BASE as subconsultant
(\$	43,000.00)	DRMP reduction of subconsultant fee
(\$	7,000.00)	GEC reduction of subconsultant fee
\$	138,517.76	Total Requested Contract Amendment Amount

The total fee transfers 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 \$138,517.76. Should you have questions or need additional information, please call me at 321.354.9605.

### cc:

Keith Jackson, PE Dewberry Jamison Edwards, PE CFX Engineering Project Manager File



April 15, 2021 (Revised 7/16/2021)

Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

Re: SR 528 Widening from Narcoossee Road to SR 417
CFX Contract No. 001589
CFX Project #528-160
TBG Project #1220050001.00
Supplemental Agreement #2/Funds Transfer Request

### Dear Mr. Edwards:

The Balmoral Group appreciates the opportunity to provide services to CFX on this important project. Per our November 2, 2020 phone conversation and subsequent discussions, The Balmoral Group is requesting additional funds through Supplemental Agreement #2 plus a funds transfer to cover efforts required for previously unscoped services and changes to the drainage approach initiated by CFX during the permitting process. The total requested amount for Supplemental Agreement #2 is \$138,517.76, which includes additional design services fee in the amount of \$188,517.76. Please see attached fee estimate.

The additional design fee utilizes existing contract funds through a funds transfer and supplemental funds as outlined below.

- a) Funds transfer of \$50,000.00 from DRMP and GEC to The Balmoral Group.
- b) Supplemental funds in the amount of \$138,517.76 to cover the remaining additional design service fees for The Balmoral Group, BASE and WBQ.

The majority of the supplemental effort is due to the change in drainage approach that eliminated the nutrient loading requirements and floodplain mitigation that required a reconfiguration of the roadway cross sections for the entire project for an easier to construct, more aesthetically pleasing design. The out of scope items included management and coordination of the 528-760A Emergency Repair plans (SA#1 covered plans only and this became a separate set), additional quantity calculations, additional cost estimates, additional traffic control, pavement design, preparation of Utility Adjustment Sheets including the OUC Electric relocation plans and separate Dredge and Fill Sketches for the USACE. BASE Consultants had additional structures effort due to the relocation of the signs and updates requested by CFX. WBQ requires additional funding for the topographic survey required after construction of the adjacent project.





A breakdown of the proposed funds transfers and SA #2 is as follows:

Consultant	Current Fee	Remaining Fee As of 10/31/20	Estimated Remaining Effort	Amount to Deduct	Amount to Transfer	Amount of SA#2	Proposed Final Fee
CES	\$81,666.99	\$33,647.76	\$33,647.76	\$0.00	\$0.00	\$0.00	\$81,666.99
DRMP	\$313,242.76	\$196,686.09	\$153,686.09	\$43,000.00	\$0.00	\$0.00	\$270,242.76
GEC	\$147,273.14	\$19,137.17	\$12,137.17	\$7,000.00	\$0.00	\$0.00	\$140,273.14
WBQ	\$215,514.56	\$745.90	\$6,974.14	\$0.00	\$0.00	\$6,228.24	\$221,742.80
BASE	\$21,293.73	\$4,454.09	\$10,997.42	\$0.00	\$0.00	\$7,955.63	\$29,249.36
Balmoral	\$485,447.78	\$28,614.70	\$202,948.59	\$0.00	\$50,000.00	\$124,333.89	\$659,781.67
Total	\$1,264,438.96	\$283,285.71	\$420,391.17	\$50,000.00	\$50,000.00	\$138,517.76	\$1,402,956.72

Please note that the supplemental time period should begin November 2, 2020 per our documented conversation with you.

Please do not hesitate to contact me should you have any questions or comments (407.739.4899).

Best Regards,

Gregory S. Seidel, P.E.

Project Manager





**PRINCIPALS** 

Lawrence L. Smith, Jr. Donaldson K. Barton, Jr. Glenn J. Lusink Jon S. Meadows Mark D. Prochak Mark E. Puckett

> DRMP Job #: 19-0478.000 July 19, 2021

Gregory S. Seidel, P.E. The Balmoral Group 165 Lincoln Avenue Winter Park, Florida 32789

Subject: DRMP, Inc - Fee Reassignment

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

Contract No. 001589 **Project No. 528-160** 

Dear Mr. Seidel,

DRMP's total fee under this contract is \$313,242.76 for professional surveying and engineering services. DRMP has completed all necessary tasks needed for the design of this project. DRMP's invoice was submitted to The Balmoral Group for services performed through April 22, 2021. After analyzing the remaining budget, an amount of \$49,956.87 is available for reassignment as deemed necessary.

We sincerely appreciate the opportunity given to provide professional survey and engineering services to The Balmoral Group and the Central Florida Expressway Authority on this project. Please don't hesitate to contact me if you have any questions.

Sincerely, DRMP, Inc.

Frank Lopez, PSM Survey Manager

CC: Jim Highland Chris DiMarco

#### **OFFICES**

Asheboro North Carolina Boca Raton Florida Cary, North Carolina Charlotte, North Carolina Chipley, Florida Del and Florida Fort Myers, Florida Gainesville Florida Jacksonville, Florida Lakeland Florida Melbourne, Florida Orlando, Florida Panama City Beach, Florida Pensacola, Florida Stockbridge, Georgia Tallahassee, Florida Tampa Florida Troutman, North Carolina

> 1.833.811.3767 www.DRMP.com



July 19, 2021

The Balmoral Group (TBG) 165 Lincoln Avenue Winter Park, Florida 32789

Attention: Mr. Sherman Klaus, P.E.

Subject: Geotechnical Fee Reassignment

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

Contract No. 001589 CFX Project No. 528-160

TBG Project No. 120050001.01

GEC Project No. 4560G

Dear Mr. Klaus:

Geotechnical and Environmental Consultants, Inc. (GEC)'s total contract fee for this project is \$147,273.14. GEC has expended \$137,416.41 of our total design fee and has completed all necessary geotechnical services for the referenced project. GEC's invoice No. 9 for design services was submitted for services performed through April 22, 2021. Based on this evaluation, \$9,856.73 of the geotechnical fee is available for reassignment as deemed necessary.

GEC appreciates the opportunity to be of service to TBG and the Central Florida Expressway Authority (CFX) on this project. If you should have any questions concerning the letter, please contact us.

Sincerely,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Rachel F. André, P.E.

President

### Exhibit A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY <u>SCOPE OF SERVICES</u>

**FOR** 

S.R. 528 WIDENING Narcoossee Road to S.R. 417 Supplemental Agreement No. 2

**PROJECT NO. 528-160** 

IN ORANGE COUNTY, FLORIDA

**July 2021** 

# TABLE OF CONTENTS

<u>Desc</u>	eripuo	<u>on</u>	Page No. A-
1.0	GE	NERAL – No change	3
2.0	ST	ANDARDS – No change	4
3.0	DE	SIGN CRITERIA – No change	5
4.0	WC	ORK PERFORMED BY CONSULTANT	e
4.	01	Design Features	e
4.	02	Governmental Agencies	e
4.	03	Preliminary Design Report – Review	e
4.	04	Surveys and Mapping (DRMP & WBQ)	e
4.	05	Geotechnical Investigation	e
4.	06	Contamination Impact Analysis – N/A	e
4.	07	Pavement Design	e
4.	08	Governmental Agency and Public Meetings	e
4.	09	Environmental Permits	e
4.	10	Utilities	
4.	11	Roadway Design	
4.	12	Structures Design.	
4.	13	Drainage Design	7
4.	14	Roadway Lighting	
4.	15	Traffic Engineering	8
4.	16	Signing and Pavement Marking Plans	8
4.	17	Right-of-Way Surveys	8
4.	18	Cost Estimates	8
4.	19	Special Provisions and Specifications	8
4.	20	Fiber Optic Network (FON)	8
4.	21	Toll Plazas	8
4.	22	Post-Design Services	8
5.0	MA	ATERIALS FURNISHED BY CFX OR ITS DESIGNEE – No change	9
6.0	WC	ORK PERFORMED BY CFX OR ITS DESIGNEE - No change	10
7.0	AD	OMINISTRATION – No change	11

### 1.0 GENERAL - No change

### 2.0 STANDARDS - No change

## 3.0 <u>DESIGN CRITERIA – No change</u>

### 4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the additional 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. Additional work includes the following: updating project limits, development of emergency repair plans, and preparation of detailed OUC relocation plans.

### 4.02 Governmental Agencies

A. There is no additional government agency work included in this supplemental agreement.

### 4.03 Preliminary Design Report – Review

A. There is no additional Preliminary Design Report work included in this supplemental agreement.

### 4.04 Surveys and Mapping (**DRMP & WBQ**)

A. (WBQ) Re-surveying and mapping required due to CFX 528-747 resurfacing being performed after initial survey.

### 4.05 Geotechnical Investigation

A. There is no additional geotechnical investigation included in this supplemental agreement.

### 4.06 Contamination Impact Analysis – N/A

### 4.07 Pavement Design

A. Update pavement design for new limits and incorporation of constructability comments.

### 4.08 Governmental Agency and Public Meetings

A. There is no additional governmental agency work or public meetings included in this supplemental agreement.

### 4.09 Environmental Permits

- A. Separate Dredge and Fill Sketches were required for both the SFWMD and FDEP due to the new laws delegating wetland review to the state.
- B. Provide additional RAI responses.

### 4.10 Utilities

A. Coordinate and prepare detailed relocation layout of OUC facility.

### 4.11 Roadway Design

- A. Additional work includes the following:
  - 1. Update cover sheet (key sheet) for new limits
  - 2. Update Typical Sections based on RAI responses
  - 3. Update Project Layout for new limits
  - 4. Update plans and profiles for drainage changes
  - 5. Update cross-sections for drainage changes
  - 6. Add two sub-phases to Traffic Control Plan
  - 7. Prepare detailed layout of OUC relocation
  - 8. Additional effort for quantities for additional requested plan submittals and the addition of the 528-760A contract plans set.

### 4.12 Structures Design

- A. Evaluate use of existing structure for proposed changes in lieu of the originally designed/completed structure at Sta. 904+15.
- B. Revise OT-2 structure for cross section/span changes and DMS changes.
- C. Data collection and evaluation of proposed new bridge mounted pendent hung lighting design based on lighting plans.

### 4.13 Drainage Design

A. Update drainage design per CFX direction as per coordination with the SFWMD. The SFWMD approved a drainage approach for the project and then modified the requirements which required a redesign of the stormwater management system and updates to all the drainage plans and calculations.

### 4.14 Roadway Lighting

A. There is no additional roadway lighting design included in this supplemental agreement.

### 4.15 Traffic Engineering

A. Maintenance of Traffic Plans updated to include two sub-phases of Traffic Control Plan cross sections.

### 4.16 Signing and Pavement Marking Plans

- A. Update DMS cross sections to include catwalk details
- B. Add FY 2021-22 Standard Plans Index 700-091 (Catwalk Details)

### 4.17 Right-of-Way Surveys

A. There is no additional effort for right-of-way surveys included in this supplemental agreement.

### 4.18 Cost Estimates

A. Additional effort for cost estimates for additional requested plan submittals and the addition of the 528-760A contract plans set.

### 4.19 Special Provisions and Specifications

A. There is no additional effort for Special Provisions and Specifications included in this supplemental agreement.

### 4.20 Fiber Optic Network (FON)

A. There is no additional Fiber Optic Network design included in this supplemental agreement.

### 4.21 Toll Plazas

A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

### 4.22 Post-Design Services

A. No changes to this section.

## 5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE - No change

### 6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE - No change

## 7.0 ADMINISTRATION - No change

### SUPPLEMENTAL AGREEMENT NO. 1

### TO

## AGREEMENT FOR PROFESSIONAL SERVICES

### FINAL DESIGN

### SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of May, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of THE BALMORAL GROUP, LLC. of Winter Park, 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 13<sup>th</sup> day of February 2020, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

### NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's March 30, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs are adjusted upwards by \$81,422.22 to \$485,447.78
  - b. The Subcontract Items remains unchanged at \$778,991.18
  - c. The Allowance is adjusted downward by \$81,422.22 to \$25,561.04.

The Total Maximum Limiting Amount remains unchanged at \$1,290,000.00.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Aneth Williams Digitally signed by Aneth Williams By:

Director of Procurement

THE BALMORAL GROUP, LLC

Title: Vice President
Print Name: Jennifer Nunn

Approved as to form and execution, only.

Diego "Woody" Rodriguez Rodriguez

Date: 2020.05.04 11:45:22 -04'00'

General Counsel for CFX

https://cfxgov.sharepoint.com/:f:/r/operations/engineering/SharedDocuments/General/528-160WideningNarcoosseetoSR417/2Contract/2.A SupplementalAgreements/SA1



### **MEMORANDUM**

**Date:** April 3, 2020

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE

**Subject:** Design Consultant Services – Contract No. 001589

SR 528 Eastbound Widening from Narcoossee Rd to SR 417

CFX Project No. 528-160 SA No. 1

### Comments:

I have reviewed the Supplemental Agreement No. 1 fee sheet and scope of services submitted by the Balmoral Group sent via E-mail on March 30, 2020 for SR 528 EB Widening from Narcoossee Rd to SR 417 (CFX Project No. 528-160). This requested contract is to provide professional services to prepare construction plans and bid documents.

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

\$ 81,422.22 in Labor Cost
 \$ 0.00 in Direct Cost
 \$ 0.00 in Subconsultant Cost
 \$ 81,422.22 Total Requested

The total manhours 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 \$81,422.22.

Should you have questions or need additional information, please call me at 321.354.9605.

### cc:

Keith Jackson, PE Dewberry File



March 30, 2020

Jamison Edwards, PE Engineering Project Manager Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Re: SR 528 Widening from Narcoossee Road to SR 417

CFX Contract No. 001589 CFX Project #528-160

Supplemental Amendment #1

#### Dear Jamison:

The Balmoral Group appreciates the opportunity to provide services to CFX on this important improvement project. During the initial design phase of this project, CFX asked that the Milling and Resurfacing limits be extended. The change includes adding Milling and Resurfacing the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The Milling limits on Eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps.

Supplemental services are required to accommodate these updates. The attached scope and fee estimate detail the task, effort and fee for the supplemental services. The fee for the supplemental services is \$81,422.22; see attached detailed staff hour and fee breakdown.

There is no proposed change to 12-month schedule at this time and the team is still looking to accelerate the 12-month schedule.

Please do not hesitate to contact me should you have any questions or comments (407.739.6533).

Best Regards,

Gregory Seidel, P.E. Project Manager

#### Exhibit A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SCOPE OF SERVICES

**FOR** 

S.R. 528 WIDENING Narcoossee Road to S.R. 417 Supplemental Agreement No. 1

**PROJECT NO. 528-160** 

IN ORANGE COUNTY, FLORIDA

**April 2020** 

# TABLE OF CONTENTS

Description			Page No. A-
1.0	GE	NERAL	4
1.	01	Location	4
1.	02	Description	4
1.	03	Purpose	4
1.	04	Organization	4
1.	05	Term of Agreement for Design Services	4
2.0	ST	ANDARDS – No change	5
3.0	DE	SIGN CRITERIA – No change	6
4.0	W	ORK PERFORMED BY CONSULTANT	7
4.	01	Design Features	7
4.	02	Governmental Agencies	7
4.	03	Preliminary Design Report - Review	7
4.	04	Surveys and Mapping (DRMP & WBQ)	7
4.	05	Geotechnical Investigation	7
4.	06	Contamination Impact Analysis – N/A	7
4.	07	Pavement Design	7
4.	08	Governmental Agency and Public Meetings	8
4.	09	Environmental Permits	8
4.	10	Utilities	8
4.	11	Roadway Design	8
4.	12	Structures Design	9
4.	13	Drainage Design	9
4.	14	Roadway Lighting	10
4.	15	Traffic Engineering	10
4.	16	Signing and Pavement Marking Plans	10
4.	17	Right-of-Way Surveys	11
4.	18	Cost Estimates	11
4.	19	Special Provisions and Specifications	11
4.	20	Fiber Optic Network (FON)	11
4.	21	Toll Plazas	11
4.	22	Post-Design Services	11

5.0	MA	TERIALS FURNISHED BY CFX OR ITS DESIGNEE	27
5.0	1	No changes to this section.	27
		ORK PERFORMED BY CFX OR ITS DESIGNEE	
6.0	1	No changes to this section.	28
7.0	AD	MINISTRATION	28
7.0	1	No Changes to this section.	28

#### 1.0 GENERAL

#### 1.01 Location

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

#### 1.02 Description

The supplemental services will include a change to the project limits and a change to the milling and resurfacing limits. There is no change to the milling, resurfacing and widening limits. The change includes adding milling and resurfacing to the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The milling limits on eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps. The ramps are being modified or milled and resurfaced by Virgin Trains.

Additional elements include signing and pavement markings, maintenance of traffic, scheduling and project control, progress reporting and other tasks and associated activities.

#### 1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Supplemental Agreement No 1 - Final Engineering and Final Construction Drawings and Documents for the proposed additional milling and resurfacing eastbound and westbound S.R. 528 in the area of Narcoossee Road.

#### 1.04 Organization

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

#### 1.05 Term of Agreement for Design Services

A. Shall follow the original contract terms.

## 2.0 STANDARDS - No change

## 3.0 <u>DESIGN CRITERIA – No change</u>

#### 4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the additional 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 additional work includes milling and resurfacing the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The milling limits on eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps. Theses ramps are being modified or milled and resurfaced by Virgin Trains and will need to coordinated with the construction of this 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, FDOT, SFWMD, FAA, and applicable Water Management District(s).
- 4.03 Preliminary Design Report Review
  - A. This effort will be incorporated into the Preliminary Design Report.
- 4.04 Surveys and Mapping (**DRMP & WBQ**)
  - A. There is no additional surveying and mapping included in this supplemental agreement.
- 4.05 Geotechnical Investigation
  - A. A separate supplemental agreement will be submitted for additional pavement coring and analysis if additional funds are required.
- 4.06 Contamination Impact Analysis N/A
- 4.07 Pavement Design
  - A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

B. The proposed pavement design recommendation resulting from the Consultant's analysis of the various alternatives shall be contained in a Pavement Design Summary.

#### 4.08 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 Chairmanor 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.

#### 4.09 Environmental Permits

A. There is no additional environmental permit work in included in this supplemental agreement.

#### 4.10 Utilities

A. There is no additional utility work included in this supplemental agreement.

#### 4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

- 1. Cover sheet (key sheet)
- 2. Summary of Pay Items
- 3. General notes
- 4. Summary Quantities sheets
- 5. Project Layout
- 6. Typical roadway sections
- 7. Typical roadway details
- 8. Plans and profiles (plans at 1"=50' scale)
- 9. Interchange layout plans
- 10. Ramp Terminal Details
- 11. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
  - a. 1/2 section from WB EOT to southern LA R/W line (minimum)
  - b. Earthwork quantities
- 12. Traffic Control Sheets including Temporary Drainage
- 13. Utility Adjustment Sheets
- 14. Details
- 15. Special provisions
- 16. Special specifications

#### 4.12 Structures Design

A. There is no additional structural design included in this supplemental agreement.

#### 4.13 Drainage Design

A. There is no additional drainage design included in this supplemental agreement.

#### 4.14 Roadway Lighting

A. There is no additional roadway lighting design included in this supplemental agreement.

#### 4.15 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
  - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100" to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
  - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
  - 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport 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.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. Replace DMS 528-14.0 WB and place new DMS approaching the SR 417 interchange (2 DMS signs).

#### 4.17 Right-of-Way Surveys

A. There is no additional effort for right-of-way surveys included in this supplemental agreement.

#### 4.18 Cost Estimates

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

#### 4.19 Special Provisions and Specifications

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

#### 4.20 Fiber Optic Network (FON)

A. There is no additional Fiber Optic Network design included in this supplemental agreement.

#### 4.21 Toll Plazas

A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

#### 4.22 Post-Design Services

A. No changes to this section.

## 5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 No changes to this section.

## 6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 No changes to this section.

## 7.0 ADMINISTRATION

7.01 No Changes to this section.



## **AGREEMENT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND THE BALMORAL GROUP, LLC

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

**CONTRACT NO. 001589, PROJECT 528-160** 

CONTRACT DATE: FEBRUARY 13, 2020 CONTRACT AMOUNT: \$1,290,000.00

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**

#### SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

CONTRACT NO. 001589, PROJECT 528-160

DESIGN SERVICES

**FEBRUARY 2020** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	1 - 19
Α	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

# Table of Contents

1.0.	DEFINITIONS	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS	5
8.0.	COMPLIANCE WITH LAWS	. 7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0.	THIRD PARTY BENEFICIARY	10
15.0.	INSURANCE	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0.	DOCUMENTED ALIENS	14
19.0.	E-VERIFY CLAUSE	14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	
	AVAILABILITY OF FUNDS	
24.0.	AUDIT AND EXAMINATION OF RECORDS	15
25.0.	GOVERNING LAW AND VENUE	16
	NOTICE	
	HEADINGS	
28.0.	CONTRACT LANGUAGE AND INTERPRETATION	17
29.0.	ASSIGNMENT	18
30.0.	SEVERABILITY	18
	INTEGRATION	
	ATTACHMENTS	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of February 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and The Balmoral Group, LLC, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 165 Lincoln Ave., Winter Park, FL. 32789.

#### WITNESSETH:

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

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

#### 1.0. DEFINITIONS.

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

#### 2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from Narcoossee Road to SR 417 identified as Project 528-160 and Contract No. 001589.

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:

Comprehensive Engineering Services, Inc.	Class I
DRMP, Inc.	Class I
DRMP, Inc. (Survey)	Class II
Geotechnical and Environmental Consultants, Inc.	Class II
WBQ Design & Engineering, Inc.	Class I
WBQ Design & Engineering, Inc. (Survey)	Class II
Base Consultants, Inc.	Class I

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

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

#### 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,290,000.00 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 165 Lincoln Ave., Winter Park, FL. 32789.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

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

#### 9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

#### 10.0. TERMINATION

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

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

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

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

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

#### 11.0. ADJUSTMENTS

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

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

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to

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

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

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

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

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

#### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that

the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 14.0. THIRD PARTY BENEFICIARY

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

#### 15.0. INSURANCE

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

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not

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

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

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

- 15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

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

#### 16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

#### 18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. INSPECTOR GENERAL

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

# 21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

#### 22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 23.0. AVAILABILITY OF FUNDS

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

#### 24.0. AUDIT AND EXAMINATION OF RECORDS

#### 24.1 Definition of Records:

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

- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 26.0. NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: The Balmoral Group, LLC

165 Lincoln Ave. Winter Park, FL. 32789 Attn: Greg Seidel, P.E

The Balmoral Group, LLC

165 Lincoln Ave.

Winter Park, FL. 32789 Attn: Byron Sprague, 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 ]

'20 FEB 20 PK 3:55

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

THE BALMORAL GROUP, LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:	Director of Procurement  Print Name: Avell William
Title: President	Effective Date: -
ATTEST: Ewlyn Rus destree (Seal) Secretary or Notary	
Approved a solo form and through National Notary Assn.  EVELYN RUIZ MONTERO Notary Public - State of Florida Corgnission = GG.092209 Rended through National Notary Assn.	
General Counsel for CEX	

## EXHIBIT A

### **SCOPE OF SERVICES**

#### Exhibit A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SCOPE OF SERVICES

**FOR** 

S.R. 528 WIDENING Narcoossee Road to S.R. 417

**PROJECT NO. 528-160** 

IN ORANGE COUNTY, FLORIDA

**January 27, 2020** 

## TABLE OF CONTENTS

Descript	tion	Page No. A-
1.0	GENERAL	5
1.01	Location	and the second state of the second
1.02	Description	
1.03	Purpose	
1.04	Organization	
1.05	Term of Agreement for Design Services	
2.0 S	TANDARDS	
	DESIGN CRITERIA	
3.01	General	8
3.02	Geometry	8
3.03		
4.0 V	VORK PERFORMED BY CONSULTANT	12
4.01	Design Features	
4.02	Governmental Agencies	
4.03	Preliminary Design Report - Review	
4.04	Surveys and Mapping (DRMP & WBQ)	
4.05	Geotechnical Investigation	16
4.06	Contamination Impact Analysis	17
4.07	Pavement Design	
4.08	Governmental Agency and Public Meetings	
4.09	Environmental Permits	18
4.10	Utilities	
4.11	Roadway Design	20
4.12	Structures Design	22
4.13	Drainage Design	22
4.14	Roadway Lighting	23
4.15	Traffic Engineering	24
4.16	Signing and Pavement Marking Plans	24
4.17	Right-of-Way Surveys	25
4.18	Cost Estimates	25
4.19	Special Provisions and Specifications	25

4.20	Fiber Optic Network (FON)	25
4.21	Toll Plazas	29
4.22	Arc Flash Hazard Analysis	29
4.23	Post-Design Services	30
5.0 M	ATERIALS FURNISHED BY CFX OR ITS DESIGNEE	32
5.01	Record Documents	32
5.02	Traffic Data	32
5.03	Other	32
6.0 W	ORK PERFORMED BY CFX OR ITS DESIGNEE	33
6.01	Right-of-Way Acquisition	33
6.02	Utility Agreements	33
6.03	Public Involvement	33
6.04	Contracts and Specifications Services	33
6.05	Post-Design Services	
6.06	Environmental Permits	33
6.07	Conceptual Specialty Design	
7.0 A	DMINISTRATION	34
7.01	Central Florida Expressway Authority	
7.02	CFX's Project Manager	34
7.03	Consultant	34
7.04	Project Control	35
7.05	Work Progress	
7.06	Schedule	36
7.07	Project Related Correspondence	36
7.08	Quality Control	
7.09	Consultant Personnel	36
7.10	Site Visit	37
7.11	Acceptability of the Work	37
7.12	Design Documentation	
7.13	Reviews and Submittals	
7.14	30% Roadway Plan Submittal	40
7.15	60% Roadway Plan Submittal	
7.16	90% Roadway Plan Submittal	
7.17	100% Roadway, Bridge, Structural and Right-of-Way Plans	
7.18	Pre-Bid Plans	45

7.19	Bid Set	. 45
7.19	Bid Set	. 4:

#### 1.0 GENERAL

#### 1.01 Location

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

#### 1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 528 outside widening from Narcoossee Road to SR 417. Specifically, the project consists of widening to the outside to accommodate an additional general use travel lane in the eastbound direction, widening to the inside to accommodate the appropriate inside shoulder width, and widening to provide a two-lane exit at SR 417. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

#### 1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed eastbound S.R. 528 outside widening from Narcoossee Road to SR 417.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

#### 1.04 Organization

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

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

#### 1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within twelve (12) 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:
  - Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 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)
  - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

#### 3.0 DESIGN CRITERIA

#### 3.01 General

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

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

#### 3.02 Geometry

A. The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	30 Local 45 Urban 50 Rural
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	
Horizontal Alignment			
a Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation,		L 1	
ft./ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers d. Transitions	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment			
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
Cross Sections			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4*paved) 8 (2 paved)
		. )	* min. 5' paved FDOT

DESIGN ELEMENT	EXPRESSWAY MAINLINE RAMPS		CROSSROADS/ COLLECTORS
	6-Lane	Dual Lane	1
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved)	
	The second	(* add 2' for interstate)	1
Bridges, ft.	4-Lane	Single-Lane	1
Right	10	6	
Left	6	6	1
	6-Lane	Dual Lane	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane)	2%	2%
	3% or tbd (6-lane)		
2. Bridge Lanes	2% typ. (no break)		
3.Left Shoulder	Match Mainline	5%	5%
4.Right Shoulder	Match Mainline	6%	6%
d. Median Width (4-lane),	64' (typical)	N/A	22' or 40'
ft. (E.O.P./E.O.P.)	26' (with barrier)		
Lateral Offset	FDM Table 215.2.4	FDM Table 215.2.4	FDM Table 215.4
Vertical Clearance, ft.	4.4		
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 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.

#### 4.01 Design Features

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

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 outside widening from east of Narcoossee Road (Station 905+00+/-) to east of the exit to SR 417 (Station 1015+00+/-). Specifically, the project consists of milling and resurfacing the existing pavement from west of Narcoossee Road to Station 947+00+/- to remove the existing outside lane drop, widening to the outside for the additional general use lane, widening to the median to accommodate appropriate inside shoulder width, and to the outside to provide a two-lane exit to SR 417. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

#### 4.02 Governmental Agencies

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

#### 4.03 Preliminary Design Report - Review

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

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

- B. Preliminary Design Report (PDR) Review: Brief report addressing the following items:
  - 1. Add parallel deceleration lane to create the two-lane exit to SR 417 including necessary widening along the existing ramp.
  - 2. Pavement analysis
  - 3. Drainage and permitting approach
  - 4. Hydroplaning Analysis
  - 5. Adjacent project coordination including LED lighting conversion by 528-143 and rail construction by Brightline Trains

#### 4.04 Surveys and Mapping (DRMP & WBQ)

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

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

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

#### B. Alignment (WBQ)

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

Research Record Recover existing CL Survey and R/W monumentation per SR 528 Project 907 Right of Way Map, Eastern Beltway 775300-6440-401/402 Right of Way Map, Virgin Train Easement Surveys.

Prepare ALIGNRD01 & RW528-160 RW Lines dgn files.

#### C. Reference Points (WBQ)

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

#### D. Bench Levels (WBQ)

1. The Consultant shall establish new benchmarks on points established in 27.1.

#### E. Topography (DRMP & WBQ)

- 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
- 2. Topographic survey of S.R. 528 (Eastbound only) from Narcoossee Rd to S.R. 417 will extend from the grass median of S.R. 528 to toe of slope and/or right of way fence. Survey data will be collected using a combination of Terrestrial Mobile LiDAR (TML), GPS and conventional methods.
- 3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100' from TML data.
- 4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM. (WBQ)
- 5. 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 (WBQ)

Perform a 3D DTM Survey of off pavement area; from EB south edge of pavement to 25' past R/W and the grassed median within the project limits. Provide to DRMP for Data merge.

Perform a drainage survey including pipe type, location, size and flow line elevations.

#### G. Underground Utilities (DRMP)

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. DRMP will provide survey support of a total of 240 geotechnical borings as described below:

QL-B (Designates): Designate of an estimate of 4 underground utilities lying within area of interest. According to Sunshine 811 (OneCall) Design Ticket # 347900623, there are 17 utility companies with infrastructure within the area to be investigated, but only 4 will be considered per current site conditions. ITS will be designated by CFX, DRMP will survey the ITS line only.

Utilities x 14,678 ft = 58,712 ft = 11.12 mi (Approx)

QL-A (Test Holes) - Verification Test Holes & Conflict Test Holes Estimate of 3 Verification test hole per utility to support designate effort 4 utilities x 3 Test Holes = 12 Verification Test Holes. An estimate of 30 Test Holes for conflict resolution, 20 test holes to clear new light poles, single pole traffic signs. Clearance Holes consisting of a cross of five (5) test holes per clearance area for 3- Multi Pole Traffic Signs, 2-Overhead Sign Structures and 1-Cantilever Sign Structure. (6+4+1) \* 5 = 55 Test Holes.

Total Locates = 12+45+20+55 = 117 test Holes

H. Right-of-Way Ties (WBQ)

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

- I. Bridge Survey (N/A)
- J. Jurisdictional Line Surveys (WBQ)

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate 4 miles of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys (DRMP)

Locate and/or stake boring locations as needed for geotechnical investigations. DRMP will provide survey support of a total of 240 geotechnical borings as described below:

- Roadway- 212 borings Ponds/Swales- 16 borings Piezometers- 4
- Signs- 5 borings CCTV Poles- 3 borings.

Total Amount = 240

L. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.

#### M. CFX ITS/FON (DRMP)

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 ITS Consultant shall review the collected data before submitting it to the CFX GSC for review. The survey data collected will be included in the 30% plans submittal package.

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

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

#### 4.05 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures;

- allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### 4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Part 2, Chapter 20, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### 4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the

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

#### 4.08 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.

#### 4.09 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.

- Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
- 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
- 8. Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
- 9. Provide all permit application material in .pdf format.
- 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
- 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
- 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 markups 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 will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  - 1. Cover sheet (key sheet)
  - 2. Summary of Pay Items
  - 3. General notes
  - 4. Summary Quantities sheets
  - 5. Project Layout
  - 6. Typical roadway sections
  - 7. Typical roadway details
  - 8. Plans and profiles (plans at 1" =50' scale)
  - 9. Interchange layout plans
  - 10. Ramp Terminal Details
  - 11. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
    - a. 1/2 section from WB EOT to southern LA R/W line (minimum)
    - b. Earthwork quantities
  - 12. Traffic Control Sheets including Temporary Drainage
  - 13. Utility Adjustment Sheets

- 14. Details
- 15. Special provisions
- 16. Special specifications

#### 4.12 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - 1. Sign structures:
    - a. Structural evaluation of the following existing structures:
      - i. Overhead truss with 1 DMS, 1 static sign panel)
    - b. Design of sign structures:
      - i. 2 Overhead Cantilever
      - ii. 3 Overhead Truss
      - iii. 3 Multi-Post ground mount signs

#### 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 3.01D.
  - 2. Finalize the pond design at the 30% submittal. Modify existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area.
  - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
  - 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
  - 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
  - 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

- 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
- 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

#### 4.14 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 replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. The Consultant shall provide arc flash and short circuit analysis for Roadway Lighting.
- C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- D. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
  - Cover sheet (key sheet)
  - Tabulation of Quantities
  - General notes

- Pole data and Legend sheet
- Project Layout sheet
- Plans sheets (plans at 1"=50' scale)
- Service point detail
- Special Details

#### 4.15 Traffic Engineering

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

- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. Replace DMS 528-14.0 WB and place new DMS approaching the SR 417 interchange (2 DMS signs).

#### 4.17 Right-of-Way Surveys

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

#### 4.18 Cost Estimates

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

#### 4.19 Special Provisions and Specifications

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

#### 4.20 Fiber Optic Network (FON)

#### A. Fiber Optic Infrastructure Plans

- 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic 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 FON details as necessary. Any devices that are damaged or impacted by the project shall be replaced. The Consultant shall provide arc flash and short circuit analysis for the FON components.
- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON

- d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- 1. Connectivity with the FON backbone conduits
- m. Fiber cable 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, calculations to support conductor 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.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown 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. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details

- provided), in the event existing DCS would not survive project construction.
- x. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- y. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- aa. Install new EB DMS approaching the SR 417 Interchange.
- bb. Replace existing EB backbone/feeder conduit and place within proposed outside shoulder widening.
- cc. Replace any existing Skyline DMS within the project limits to the new CFX standard. Coordinate with CFX staff to obtain manufacturer for new proposed sign.
- 3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX 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

- 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.

#### 4.21 Toll Plazas

A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

#### 4.22 Arc Flash Hazard Analysis

- A. This project includes an Arc Flash Hazard Analysis for the roadway lighting and ITS load centers as detailed below:
  - 1. Identify the locations of lighting load centers at the power serviceentrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
  - Data Collection Coordination is required with the local power company to gather technical information on their transformer and impedance, operating voltage, power service delivery type, and any other necessary information.
  - Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
  - Perform a short Circuit Study Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
  - 5. Calculate arc current for every required equipment or bus.
  - 6. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
  - 7. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
  - 8. Determine the arc flash boundary.
  - 9. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following items.
  - 10. The name of person performing the assessment
  - 11. The date of assessment.
  - 12. All data collected and used in the assessment, including protective device settings.
  - 13. Assumptions used in the absence of data.
  - 14. The name of the software and the revision.
  - 15. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
  - 16. Arc Flash Labeling Include provisions in the plans or specifications to furnish and install labels. Arc flash labels are to

be placed on exterior cover of equipment at the power serviceentrance locations. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance.

#### 4.23 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.
- The Consultant shall support the post design process as follows:
  - 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.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project.

- Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all AsBuilt drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

#### 5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

#### 5.01 Record Documents

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

#### 5.02 Traffic Data

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

#### 5.03 Other

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

#### 6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

#### 6.01 Right-of-Way Acquisition

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

#### 6.02 Utility Agreements

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

#### 6.03 Public Involvement

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

#### 6.04 Contracts and Specifications Services

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

#### 6.05 Post-Design Services

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

#### 6.06 Environmental Permits

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

#### 6.07 Conceptual Specialty Design

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

#### 7.0 ADMINISTRATION

#### 7.01 Central Florida Expressway Authority

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

#### 7.02 CFX's Project Manager

#### CFX's Project Manager will:

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

#### 7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

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

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

#### 7.04 Project Control

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

#### 7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

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

#### 7.06 Schedule

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

#### 7.07 Project Related Correspondence

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

#### 7.08 Quality Control

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

#### 7.09 Consultant Personnel

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

#### 7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed, if necessary. 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

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

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

#### 7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  - 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)

- 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 3. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 4. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two
  - (2) hard copies of plans to the CFX project manager)
- 5. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 6. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 7. 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
- 1. Drainage ponds are shown.

#### 5. Cross Sections

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

#### 6. Interchange Layout and Ramp Profiles

- a. Geometric dimensions.
- b. Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
  - a. Striping layout.
  - b. Sign structure locations.
  - c. Roll plot with guide sign panels shown

#### 7.15 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-offincluded.
- e. Contract set index complete.
- f. Index of sheets updated.

#### 2. Drainage Maps

- 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

- 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)

#### 7.16 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

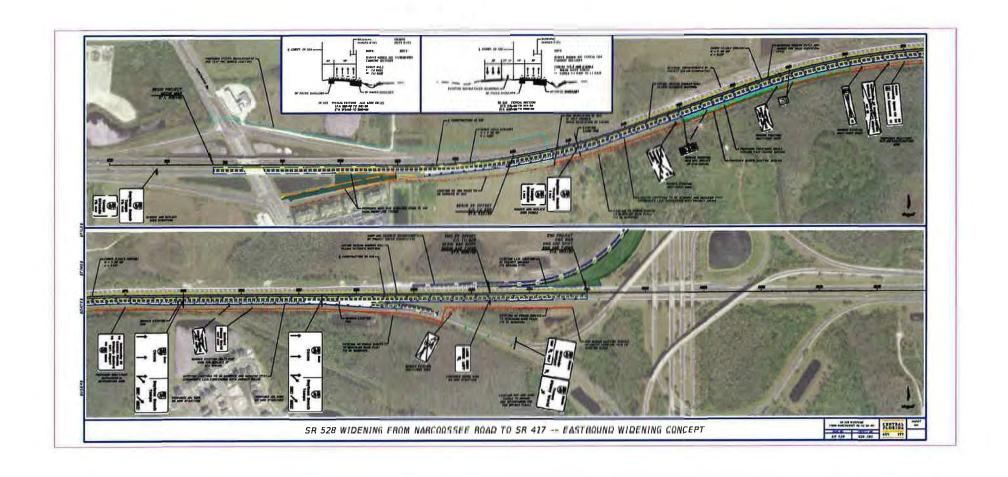
- a. Scale and special ditch grades shown.
- b. Utilities plotted.
- c. Sub-excavation shown.
- d. Volumes computed and shown.

#### 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)
- 7.17 100% 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.
- 7.18 Pre-Bid Plans
- 7.19 Bid Set

## Exhibit "E" Project Location Map





#### **MEMORANDUM**

Date:

January 27, 2020

To:

Jamison Edwards, PE, CFX Engineering Project Manager

From:

James E. Bradford, PE

Subject:

Design Consultant Services - Contract No. 001589

SR 528 Eastbound Widening from Narcoossee Rd to SR 417

CFX Project No. 528-160

#### Comments:

I have reviewed the fee sheet and scope of services submitted by the Balmoral Group sent via E-mail on January 27, 2020 for SR 528 EB Widening from Narcoossee Rd to SR 417 (CFX Project No. 528-160). This requested contract is to provide professional services to prepare construction plans and bid documents.

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

\$ 404,025.56 in Labor Cost (Prime) \$ 0.00 in Direct Cost (Prime)

\$ 778,991.18 in Subconsultant Cost

\$ 1,183,016.74 Total Requested

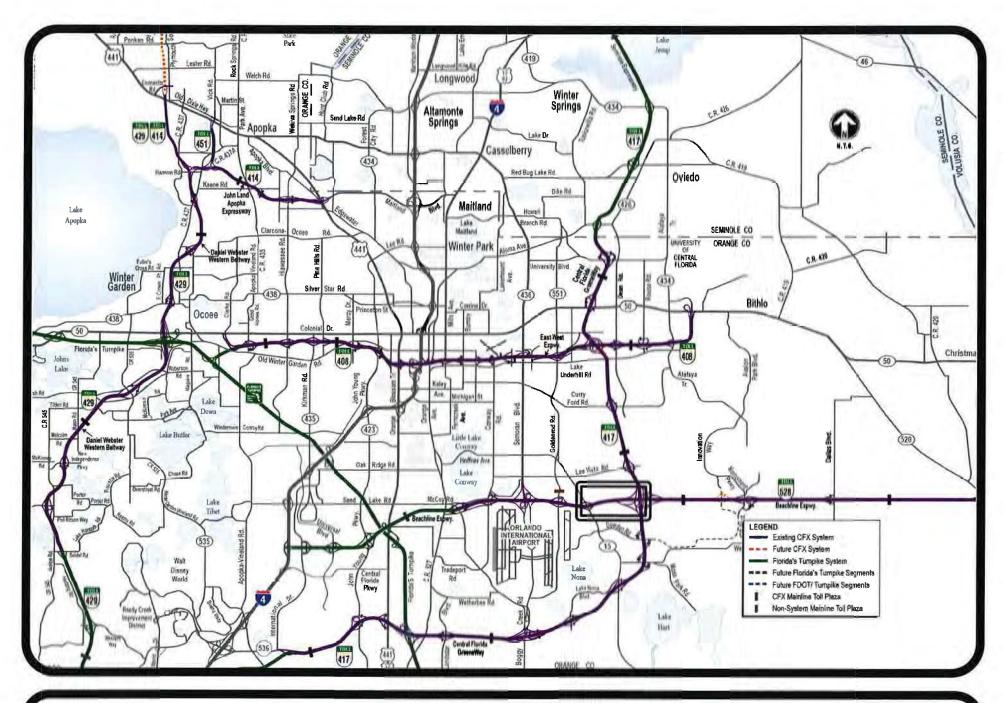
The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,183,016.74.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry

File



Project Location Map for SR 528 Widening From Narcoossee Road to SR 417 (528-160)

## CONSENT AGENDA ITEM #3

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: May 22, 2023

SUBJECT: Approval of Supplemental Agreement No. 3 with Scalar Consulting Group Inc.

for Design Consultant Services for SR 528 Widening from

Goldenrod Road to Narcoossee Road Project No. 528-168, Contract No. 001742

Board approval of Supplemental Agreement No. 3 with Scalar Consulting Group Inc. for a not-to-exceed amount of \$116,887.10 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes design services associated with the construction plans.

Original Contract	\$2,135,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 107,824.96
Supplemental Agreement No. 3	<u>\$ 116,887.10</u>
Total	\$2,359,712.06

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

Reviewed by: 4

Dana Chester, PE

Director of Engineering

Glenn Pressimone, P.E.



#### SUPPLEMENTAL AGREEMENT NO. 3

#### TO

### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEME	NIAL AGREEMENT NO. 3 IC	AGREEMENT FOR
PROFESSIONAL SERVIC	ES FINAL DESIGN ("Suppleme	ental Agreement") is made and
entered into this	_ day of	_, 2023, by and between the
CENTRAL FLORIDA EXI	PRESSWAY AUTHORITY, a co	orporate body and agency of the State
of Florida, hereinafter calle	d "CFX" and the consulting firm	of SCALAR CONSULTING
GROUP INC., a Florida con	poration, hereinafter called the "	CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 8, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated December 8, 2022 (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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's May 8, 2023 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 \$98,039.11 to \$1,546,888.74.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
  - c. The Subcontract Items are adjusted upward by \$18,847.99 to \$812,823.32 as follows:
    - The Balmoral Group

\$18,847.99

- d. The Allowance is remains unchanged at \$0.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$116,887.10 to \$2,359,712.06.
- 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
SCALAR CONSULTING GROUP INC.
Bv:
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:** May 8, 2023

**To:** Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001742

CFX Project No. 528-168

SR 528 Widening From Goldenrod Rd to Narcoossee Rd

Supplement Agreement No. 3

#### **Comments:**

I have reviewed the fee sheet and scope of services submitted by Scalar provided on May 8, 2023 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 3 is to provide professional services for construction documents for the widening of SR 528 including additional profile and ramp terminal design, coordination, temporary traffic control efforts.

Final Contract Fee request is attached and costs are detailed below:

\$ 98,039.11	in Labor Cost
\$ 0.00	in Direct Cost
\$ 18,847.99	in Subconsultant Cost
\$ 116,887.10	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$116,887.10.

Should you have questions or need additional information, please call me at 321.354.9605.

#### CC:

Keith Jackson, PE Dewberry File



Project 528-168 Contract No. 001742 Scalar Consulting Group Inc. 2250 Lucien Way, Suite 120 Maitland, FL 32751 Tel: 407.440.3512

May 8, 2023

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Fl 32807

Re: SR 528 Widening from Goldenrod Road to Narcoossee Road

CFX Contract No. 001742 CFX Project No. 528-168 Supplemental Amendment #3

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. After the 60% design phase of this project, CFX asked that the following scope of work to be performed for the project design services:

- 1. Analyze and design the SR 528 Westbound Mainline profile, Ramp G-A, Ramp G-D1, and Ramp G-D2
- 2. Analyze and design for the ramp terminals, cross sections, side slopes, and cross slope corrections.
- 3. Design temporary traffic control to account for the revised profiles and pavement overbuild.
- 4. Drainage revision which includes new calculations for the North Swales from dry retention to ditch type conveyance.
- 5. Attend meetings with CFX to address the request changes.

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is \$116,887.10; see attached detailed staff hour and fee breakdown. The new proposed letting date is November 23, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

Truong A. Trinh, P.E. Project Manager

#### **EXHIBIT "A"**

# SCOPE OF SERVICES FOR SUPPLEMENTAL AMENDMENT #3 Contract No. 001742 SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD Project NO. 528-168 Orange County

#### 1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

#### 1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

#### 4.0 WORK PERFORMED BY CONSULTANT

The consultant will be responsible for furnishing the respective design services as follows:

#### 4.11 Roadway Deign

- The CONSULTANT shall analyze and design the SR 528 Westbound mainline profile, associated adjacent ramps including Ramp G-A, Ramp G-D1, and Ramp G-D2 at the Goldenrod Road interchange. Additional design efforts include cross sections, side slopes, ramp terminal details, and cross slope correction. The supplement amendment also includes analysis of the temporary traffic control for pavement overbuild instead of reconstruction.
- The following are the design efforts by the CONSULTANT:
  - Profile Iteration No. 1: Raise the SR 528 Westbound mainline profile to accommodate grade break criteria without reducing base clearances along Ramp G-A, G-D1, and G-D2. This design was deemed constructable with overbuild and reconstruction approach methods.
  - Profile Iteration No. 2: Lower the SR 528 Westbound mainline profile while maintaining the Ramp G-A, G-D1, and G-D2 profiles to reduce overbuild costs and reconstruction limits. A maximum overbuild of 6-inches shall be used for constructability. This design was deemed constructable with overbuild and reconstruction approach methods.
  - Profile Iteration No. 3: Lower the SR 528 Westbound mainline profile while lowering the Ramp G-A, G-D1, and G-D2 profiles to reduce overbuild costs and reconstruction limits. The base clearance shall be

- reduced to a minimum of 1-foot. This design was deemed constructable with overbuild and reconstruction approach methods.
- Profile Iteration No. 4: Lower the SR 528 Westbound mainline profile while lowering the Ramp G-A, G-D1, and G-D2 profiles to reduce overbuild costs and avoid mainline reconstruction. Ramp G-A and G-D1 shall be reconstructed to achieve grade break criteria. A maximum overbuild of 12-inches should be used for constructability. This design was deemed constructable with the overbuild approach.
- Develop and modify cross sections for overbuild and reconstruction approaches.
- Perform coordination, review TTCP geometry and prepare roll plot exhibits for overbuild and reconstruction approaches.
- Perform additional TTC analysis in association with mainline reconstruction vs. overbuild approach.
- Review various iterations of profile grade change (12" to 22") against unanticipated geometric constraints.
- Develop and modify cross sections for reconstruction approach; modify cross sections for overbuild for revised pavement elevations and temporary pavement.
- Perform coordination, review roadway geometry, and prepare exhibits for reconstruction approach.
- Update TCP and re-evaluate temporary drainage and temporary barrier spread calculations.
- Perform additional FAA coordination for unanticipated light pole height modification from 15-feet to 30-feet.
- The CONSULTANT shall prepare the following design and plan sheets for the roadway improvements, including, but not limited to:
  - Typical Sections and Typical Section Details
  - Profile sheets
  - Plan sheets
  - Ramp Terminal Detail sheets
  - Cross Sections
  - Traffic Control Sheets

#### 4.13 Drainage Design

- CFX directed the CONSULTANT to develop calculations and plans for converting the proposed dry retention area designated as North Swale to an expanded ditch type conveyance to make sure the area remains dry for maintenance.
- CFX directed the CONSULTANT to redesign the profiles for Ramps G-A, G-D1, and G-D2 (see item 4.11). The revised profile resulted in 19 new drainage structures, 19 re-designed drainage structures and 5 structures to be removed

from the design. The revised design requires changes to the drainage maps, drainage layouts, and drainage structure sheets. Calculations include updates to spread analysis, storm tabulation and redesign of the McCoy Road swale (1,700-feet).

• The CONSULTANT shall assist CFX in coordination with GOAA for approval of the stormwater design to receive GOAA approval.

#### 7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

#### 8.0 Compensation

For completion of Design Services as required and as described in the Scope of Services and Fee Schedule, the CONSULTANT shall be paid:

Task	
Design Services	\$116,887.10
(Limiting Amount)	\$110,007.10

#### SUPPLEMENTAL AGREEMENT NO. 2

#### TO

### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 528 Widening from Goldenrod Road to Narcoossee Road

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 8, 2022 (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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's November 10, 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 \$91,994.28 to \$1,448,849.63.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
  - c. The Subcontract Items are adjusted upward by \$25,776.04 to \$793,975.33 as follows:

• The Balmoral Group	\$18,724.83
•Antillian	\$4,857.86
Premiere Lighting	\$2,193.35

- d. The Allowance is adjusted downward by \$9,945.36 to \$0.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$107,824.96 to \$2,242,824.96.
- 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

Project 528-168 Contract No. 001742

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
<b>EXPRESSWAY AUTHORITY</b>

(Da 10

By:	L	Dill				
A	neth	William	ns, Direc	tor of F	rocurem	en

SCALAR CONST	LTING	GROUP	INC.
	0.0 0		

By:	100	111	WI	4	
Print	Name: 1	Aniru	ddha	Gotmar	e, P.I
Title:	Presi	dent			

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

By:	Laura Newlin	Kelly	Digitally signed by Laura Newlin Kelly Date: 2022.12.12 12:13:51 -05'00'
-			

Diego "Woody" Rodriguez

General Counsel



#### **MEMORANDUM**

Date: November 11, 2022

**To:** Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE

Subject: Design Consultant Services - Contract 001742

CFX Project No. 528-168

SR 528 Widening From Goldenrod Rd to Narcoossee Rd

Supplement Agreement No. 2

#### **Comments:**

I have reviewed the fee sheet and scope of services submitted by Scalar provided on November 10, 2022 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 2 is to provide professional services for construction documents for the widening of SR 528 including additional profile and ramp terminal design, coordination, and additional design and permitting efforts.

Final Contract Fee request is attached and costs are detailed below:

\$ 91,994.28	in Labor Cost
\$ 0.00	in Direct Cost
\$ 25,776.04	in Subconsultant Cost
\$ 117,770.32	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$117,770.32.

Should you have questions or need additional information, please call me at 321.354.9605.

#### CC:

Keith Jackson, PE Dewberry File



Project 528-168 Contract No. 001742 Scalar Consulting Group Inc. 2250 Lucien Way, Suite 120 Maitland, FL 32751 Tel: 407.440.3512

November 10, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Fl 32807

Re: SR 528 Widening from Goldenrod Road to Narcoossee Road

CFX Contract No. 001742 CFX Project No. 528-168 Supplemental Amendment #2

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. During the 60% design phase of this project, CFX asked that the following scope of work to be performed for the project design services:

- 1. Analyze and design wetland impacts within the L.A. R.W limits.
- 2. Analyze and design for the SR 528 Westbound pavement overbuild at the Goldenrod interchange
- 3. Extend Signing and pavement marking limits for the SR 528 and McCoy Road
- 4. Drainage revision which includes a new wet pond instead of north swale design
- 5. Permit package and coordination
- 6. Utility coordination
- 7. Traffic control design and analysis
- 8. Lighting design and analysis

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is \$117,770.32; see attached detailed staff hour and fee breakdown. The new proposed letting date is August 20, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards.

Truong A. Trinh, P.E. Project Manager

ImongAIm

#### **EXHIBIT "A"**

# SCOPE OF SERVICES FOR SUPPLEMENTAL AMENDMENT #2 Contract No. 001742 SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD Project NO. 528-168 Orange County

#### 1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

#### 1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

#### 4.0 WORK PERFORMED BY CONSULTANT

#### 4.5 Geotechnical Investigation

• The CONSULTANT shall revise permit application forms 62-330.060(1) sections A, C, and E, and participate in internal and project level drainage facility impact coordination based on revised wetland impacts.

#### 4.9 Environmental Permits

• The CONSULTANT shall perform additional borings along Ramp G-A and determine the water table and seasonal water table. The results of the geotechnical investigation will be included in the geotechnical report and will be used for the ramp profile design.

#### 4.10 Utilities

 The Consultant shall contact all utility owners to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. This supplement includes submitting pre-30% plans to all UAOs to generate facility markups and perform coordination and follow up meetings.

#### 4.11 Roadway Deign

The Consultant shall update the ramps design including horizontal and vertical

alignments, cross section, borders, side slopes, ramp terminal details, interchanges, and limited access points. The supplement amendment also includes analysis of temporary traffic control and pavement overbuild design along SR 528 Westbound travel lanes at the Goldenrod interchange for the ramp gores design.

- The CONSULTANT shall prepare the following design and plan sheets for the roadway improvements, including, but not limited to:
  - a. Typical Sections
  - b. Cross Sections
  - c. Roadway Plan Sheets
  - d. Ramp Terminal Detail sheets
  - e. Traffic Control Sheets
  - f. Utility Adjustment Sheets

#### 4.13 Drainage Design

- The CONSULTANT shall develop calculations and plans for roadside drainage ditches along Ramp G-A from station 216+00 to 227+20 +/-, along Ramp G-D1 from station 4839+00 to 4855+00, and along the WB mainline from station 855+00 to 898+50 +/-.
- The CONSULTANT shall develop calculations and plans for a wet detention pond in the SW quadrant of Goldenrod Road and SR 528 in the area between the EB SR 528 mainline and Ramp G-B. The pond will accommodate pond access and FAA riprap following the design of the ponds on the north side of SR 528 at this interchange. No calculations for nutrient analysis are included in this analysis.

#### 4.14 Roadway Lighting

- The Consultant shall update the lighting design, including the lighting plan sheets and pole data table sheets, along Ramps G-A and G-D1 due to the removal of barrier wall proposed, initially, to eliminate nearby wetland impacts.
- The Consultant shall update the photometric and electric calculations along Ramps G-A and Ramp G-D1 due to the removal of barrier wall proposed, initially, to eliminate nearby wetland impacts. Additional items requiring updates include the Lighting Design Analysis Report (LDAR) and the Power Design Analysis Report (PDAR).
- Electrical loads and distances between poles are being revised for CKT's A-1 and A-8 by lighting discipline. Voltage drop calculations and electrical analysis (Short circuit, arc flash hazard analysis) are required to be revised due to this change. Service point details and panel schedules will be updated for these circuits, and new circuit mark ups will be provided to Prime on the affected lighting plan sheets: L-19 thru L-23, L-33 thru L-36.

#### 4.16 Signing and Pavement Marking Plans

- The Consultant shall update the pavement markings to include:
  - Additional 500 feet west of McCoy Road
  - Additional 2,200 feet of SR 528 Mainline

All services as outlined in the Original Agreement, including any Supplemental Amendments to date, shall remain in full force and effect.

#### 7.0 ADMINISTRATION

#### 7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

## AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN

#### SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and

entered into this \_\_\_\_\_8th \_\_\_day of \_\_\_\_\_August \_\_\_\_\_, 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 SCALAR CONSULTING

GROUP 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 October 18, 2021 ("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 July 8, 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 \$116,644.38 to \$1,356,855.35.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
  - c. The Subcontract Items are adjusted upward by \$72,821.04 to \$768,199.29 as follows:

• Echo	\$29,942.39
• Collier Engineering	\$26,868.37
• Antillian	\$16,010,28

- d. The Allowance is adjusted downward by \$189,465.42 to \$9,945.36.
- e. The Total Maximum Limiting Amount remains unchanged at \$2,135,000.00.
- 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: 2022.08.08 11:47:00 -04'00'

Aneth Williams, Director of Procurement

SCALAR	<b>CONSULTING</b>	GROUP	INC
	COLIDOLILIO	OICOCI	1110.

By:	Aniruddha	S Gotma	re	DN: CN=An OU=A01410 O=SCALAR Date: 2022,	iruddha S G DD00000173 CONSULT	otmare, 3C06ED8D0 ING GROU	mare 0000296B3, P INC., C=U
Prin	t Name:_	Anirudo	dh	a Go	tmaı	e, P	.E.
Title	e:	Preside	ent	t			

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

Diego "Woody" Rodriguez

General Counsel



#### **MEMORANDUM**

**Date:** July 12, 2022

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001742

CFX Project No. 528-168

SR 528 Widening From Goldenrod Rd to Narcoossee Rd

Supplemental Agreement No. 1

#### **Comments:**

I have reviewed the fee sheet and scope of services submitted by Scalar provided on July 8, 2022 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 1 is to provide professional services for construction documents for the widening of SR 528 including additional survey, cross slope correction, coordination, additional design efforts.

Final Contract Fee request is attached and costs are detailed below:

\$ 116,644.38 in Labor Cost \$ 0.00 in Direct Cost \$ 72,821.04 in Subconsultant Cost \$ 189,465.42 Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$189,465.42.

Should you have questions or need additional information, please call me at 321.354.9605.

#### CC:

Keith Jackson, PE Dewberry File



Project No. 528-168 Contract No. 001742

Scalar Consulting Group Inc. 2250 Lucien Way, Suite 120 Maitland, FL 32751 Tel: 407.440.3512

July 08, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FI 32807

Re: SR 528 Widening from Goldenrod Road to Narcoossee Road

CFX Contract No. 001742 CFX Project No. 528-168 Supplemental Agreement #1

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. During the initial design phase of this project, CFX asked that the following scope of work to be performed for the PDR and project design services:

- 1. FAA/GOAA Coordination and supports for the Runway lighting
- 2. Design analysis for the design concepts including roadway, drainage, and crash history
- 3. Cross slope and superelevation correction
- 4. Aesthetic design and plans
- 5. Miscellaneous structure design
- 6. Surveying
- 7. Geotechnical investigation

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is \$189,465.42; see attached detailed staff hour and fee breakdown. The new proposed letting date is May 16, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Roet Rogards

Truong A. Trinh, P.E. Project Manager

#### **EXHIBIT "A"**

# SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #1 Contract No. 001742 SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD Project NO. 528-168 Orange County

#### 1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

#### 1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

#### 4.0 WORK PERFORMED BY CONSULTANT

#### **4.3** Preliminary Design Report – Review

- The CONSULTANT shall coordinate and meet with the FAA/GOAA on the runway lighting coordination for runway lighting. This Supplemental Agreement includes evaluation and develop design alternative and cross sections for the Runway lighting. Additional coordination with FAA/GOAA on the R/W utilization permit and construction schedule activities.
- The CONSULTANT shall prepare the PDR with additional design analysis and alternatives on the following:
  - 1. Drainage and permitting approach
  - 2. Hydroplaning analysis
  - 3. 14 additional concept alternatives for the SR 528 at 65 mph vs. 70 mph and Ramp G-A and Loop Ramp G-D2,
  - 4. Crash data analysis
  - 5. Design elements comparison between FDM, AASHTO and CFX

#### **4.4** Surveys and Mapping

- Supplemental Survey Area (due to new construction) Location 1 per "CFX SR 528 Widening (Goldenrod to Narcoossee) SA1 042022.kmz" Set and maintain 11 TML control targets along mainline and ramps through duration of scanning mission. Include X,Y,Z location via RTK GPS and differential levels.
- The CONSULTANT shall

- a. Recover existing horizontal and vertical control
- b. Provide topo/DTM of Supplemental Survey Area Locations #2-#7, per SA1 050222 ECHO.kmz.
- c. Survey drainage structures west of Goldenrod, per SA1 050222\_ECHO.kmz

#### • The CONSULTANT shall

- a. Provide Terrestrial Mobile LiDAR (TML) collection, processing, Topographic (3D) Mapping, CADD Edits, & Data Merging of Supplemental Survey Area Location 1 per "CFX SR 528 Widening (Goldenrod to Narcoossee) SA1 042022.kmz".
- b. Scan Miles: SR 528 Eastbound Mainline: 1.4 scan mi., SR 528 Westbound Mainline: 1.4 scan mi., Ramps: 0.5 scan mi. Total: 3.3 scan mi.
- c. Includes extraction of breaklines and planimetric features (Light poles, guard rails, signs, etc.), visible drainage structures & the unobscured and accessible off pavement areas within location 1 limits and preparation of DTM. Mobile Lidar lateral limits include paved roadways and ramps and median areas along mainline. SS10 Compliant Deliverable.

#### **4.5** Geotechnical Investigation

#### The CONSULTANT shall

- a. Mobilize MOT and coring equipment; core pavement at 8 locations
- b. Mobilize drill rig and drill two soil-test borings to 40 feet for ITS CCTV poles, and conduct laboratory testing
- c. Assess subsurface conditions and soil corrosion potential, estimate soil properties, and estimated seasonal high groundwater level for CCTV pole foundation design
- d. Prepare Report of SPT Borings sheet for CCTV pole structures
- e. Expand roadway-soil-survey report and miscellaneous structures report to include core table, field and laboratory testing results, soil properties for CCTV pole foundations, and geotechnical recommendations as appropriate.

#### **4.11** Roadway Design

• The CONSULTANT shall prepare the typical section details for cross slope and superelevation corrections and provide additional mainline and ramp profile sheets (including special ditches, splines grades for ramp terminals, etc.).

#### **4.12** Structures Design

- The CONSULTANT shall develop the Aesthetic Plans for the project including both Goldenrod Road and Narcoossee Road overpass. Plans also include existing/proposed barrier walls and MSE walls.
- The CONSULTANT shall provide the structural calculation for the existing overhead DMS Structure No. 75S875 and the replacement design.

#### **7.0 ADMINISTRATION**

All services as outlined in the Original Agreement, including any Supplemental Amendments to date, shall remain in full force and effect.

- **7.1** Central Florida Expressway Authority
  - The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

# **AGREEMENT**



#### AND

SCALAR CONSULTING GROUP INC.

DESIGN CONSULTANT SERVICES FOR SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD

**PROJECT 528-168, CONTRACT NO. 001742** 

CONTRACT DATE: OCTOBER 14, 2021 CONTRACT AMOUNT: \$2,135,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

# AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

#### **FOR**

# SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD PROJECT 528-168

**DESIGN SERVICES** 

CONTRACT NO. 001742

OCTOBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

### Table of Contents

1.0.	DEFINITIONS	
2.0.	SERVICES TO BE PROVIDED	
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	
7.0.	DOCUMENT OWNERSHIP AND RECORDS	5
8.0.	COMPLIANCE WITH LAWS	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	9
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	.10
14.0.	THIRD PARTY BENEFICIARY	.10
	INSURANCE	
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	.12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	.13
18.0.	DOCUMENTED ALIENS	. 14
19.0.	E-VERIFY CLAUSE	.14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	15
	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	
23.0.	AVAILABILITY OF FUNDS	15
	AUDIT AND EXAMINATION OF RECORDS	
25.0.	GOVERNING LAW AND VENUE	17
26.0.	NOTICE	17
	HEADINGS	
28.0.	CONTRACT LANGUAGE AND INTERPRETATION	18
29.0.	ASSIGNMENT	18
	SEVERABILITY	
31.0.	INTEGRATION	18
	ATTACHMENTS	

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of October 2021, 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 TIIof the Florida Statutes, hereinafter "CFX," and Scalar Consulting Group Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 2250 Lucien Way, Suite 120, Maitland, FL., 32751.

#### WITNESSETH:

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

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

#### 1.0. DEFINITIONS.

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

#### 2.0. SERVICES **70** BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from Goldenrod Road to Narcoossee Road identified as Project No. 528-168 and Contract No. 001742.

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 two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

#### 4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

#### 5.0. PROFESSIONAL STAFF

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

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:

Scalar Consulting Group, Inc. Class I
Antillian Engineering Associates, Inc. Class II
The Balmoral Group, Inc. Class I
Comprehensive Engineering Services, Inc. Class I
Colliers Engineering & Design, Inc. d/b/a/ Maser Consulting Class I and Class II
ECHO UES, Inc. Class I and Class II
Premiere Lighting & Traffic, Inc. Class I

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

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

#### 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,135,000.00 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 201 N. Magnolia Ave., Suite 200, 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.

Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), 8.1 STATUTES. CONSULTANT MAINTAINS FLORIDA ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS THEREFORE, PURSUANT TO **SECTION** CONTRACT. 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, 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.

- Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

- 15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of

CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

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

#### 16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and

as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

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

#### 18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. INSPECTOR GENERAL

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

# 21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

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

#### 22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 23.0. AVAILABILITY OF FUNDS

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

#### 24.0. AUDIT AND EXAMINATION OF RECORDS

#### 24.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

- 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.
- The obligations in Section 24.0, Audit and Examination of Records, shall survive the 24.6 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: Scalar Consulting Group Inc. 2250 Lucien Way, Suite 120

Maitland, FL 32751

Attn: Truong Trinh, PE - Project Manager

Scalar Consulting Group Inc. 2250 Lucien Way, Suite 120

Maitland, FL 32751

Attn: Aniruddha (Rudy) Gotmare, PE

#### 27.0. HEADINGS

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

#### 28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 29.0. ASSIGNMENT

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

#### 30.0. SEVERABILITY

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

#### 31.0. INTEGRATION

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

#### 32.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map Exhibit "F", Project Schedule

Exhibit "G", Potential Conflict Disclosure Form

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on October 14, 2021.

SCALAR CONSULTING GROUP INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: Authorized Signature	BY: Aneth Williams Digitally signed by Aneth Williams Diate: 2021.10.18 08:29:05 -04'0
Print Name: Aniruddha Gotmare, P.E.	Print Name:
Title: President	Effective Date:
ATTEST: Secretary or Notary	COMMISSION ET STATE OF THE ORTS OF THE ORT
Approved as to form and execution, only.	John ded through the state of t
Laura N. Kelly, Associate  Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.10.15 14:16:41 -04'00'	Marine Committee
General Counsel for CFX	
Print Name: Diego "Woody" Rodriguez	

# EXHIBIT A PROJECT SCOPE OF SERVICES

#### **Exhibit A**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY <u>SCOPE OF SERVICES</u>

**FOR** 

S.R. 528 WIDENING FROM Goldenrod Road to Narcoossee Road

**PROJECT NO. 528-168** 

IN ORANGE COUNTY, FLORIDA

**September 20, 2021** 

# Exhibit A SCOPE OF SERVICES

#### TABLE OF CONTENTS

	Descr	ription	Page No. A-
1.0	GENE	RAL	5
	1.1	Location	5
	1.2	Description	5
	1.3	Purpose	5
	1.4	Organization	6
	1.5	Term of Agreement for Design Services	6
2.0	STANI	DARDS	7
3.0	DESIG	N CRITERIA	8
	3.1	General	8
	3.2	Geometry	8
	3.3	Bridge and Other Structures	10
4.0	WORK	PERFORMED BY CONSULTANT	11
	4.1	Design Features	11
	4.2	Governmental Agencies	11
	4.3	Preliminary Design Report – Review	11
	4.4	Surveys and Mapping	12
	4.5	Geotechnical Investigation	14
	4.6	Contamination Impact Analysis	15
	4.7	Pavement Design	16
	4.8	Governmental Agency and Public Meetings	16
	4.9	Environmental Permits	16
	4.10	Utilities	17
	4.11	Roadway Design	18
	4.12	Structures Design	19
	4.13	Drainage Design	20
	4.14	Roadway Lighting	21
	4.15	Traffic Engineering	21
	4.16	Signing and Pavement Marking Plans	22

	4.17	Right-of-Way Surveys	22
	4.18	Cost Estimates	. 23
	4.19	Special Provisions and Specifications	. 23
	4.20	Fiber Optic Network (FON)	. 23
	4.21	Post-Design Services	. 26
5.0	MATI	ERIALS FURNISHED BY CFX OR ITS DESIGNEE	. 27
	5.1	Record Documents	. 27
	5.2	Traffic Data	27
	5.3	Other	. 27
6.0	WOR	K PERFORMED BY CFX OR ITS DESIGNEE	28
	6.1	Right-of-Way Acquisition	. 28
	6.2	Utility Agreements	. 28
	6.3	Public Involvement	28
	6.4	Contracts and Specifications Services	28
	6.5	Post-Design Services	. 28
	6.6	Environmental Permits	. 28
	6.7	Conceptual Specialty Design	. 29
7.0	ADM	INISTRATION	30
	7.1	Central Florida Expressway Authority	. 30
	7.2	CFX's Project Manager	. 30
	7.3	Consultant	. 30
	7.4	Project Control	. 31
	7.5	Work Progress	. 31
	7.6	Schedule	. 32
	7.7	Project Related Correspondence	. 32
	7.8	Quality Control	. 32
	7.9	Consultant Personnel	32
	7.10	Site Visit	. 32
	7.11	Acceptability of the Work	32
	7.12	Design Documentation	33
	7.13	Reviews and Submittals	. 34
	7.14	30% Plans Submittal	. 35
	7.15	60% Plans Submittal	37
	7.16	90% Plans Submittal	. 38
	7.17	100% Roadway, Bridge, Structural and Right-of-Way Plans	. 40

7.18	Pre-Bid Plans	40
7.19	Bid Set	40

#### 1.0 GENERAL

#### 1.1 Location

A. See Widening Concept Roll Plots.

#### 1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 widening from Goldenrod Road to Narcoossee Road. Specifically, the project consists of widening to both the inside and outside to accommodate an additional general use travel lane in each direction, widening to the outside to accommodate an auxiliary lane between the Goldenrod Road and Narcoossee Road interchanges, and widening of the SR 528 bridge over Narcoossee Road to provide for a future 8-lane section. The final widening and lane configuration is to be coordinated with the adjacent projects 528-143, 528-160, 528-161, and the AAF/Brightline railroad construction. Coordination with GOAA/FAA will be required for their upgrade and replacement of the approach lights located within the SR 528 R/W.

Additional elements include milling, resurfacing, & overbuild, cross slope correction, surveying, bridge and wall painting, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

#### 1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings/Documents for the proposed SR 528 widening from west of Goldenrod Road to Narcoossee Road. Milling and resurfacing limits are to begin at the project interface with 528-143 and end at the approach to the SR 528 bridge over Narcoossee Road. Median ditch regrading is anticipated due to the existing crest profile over Narcoossee Road. Mill and resurface the ramps to the ramp terminal intersections with Goldenrod Road and Narcoossee Road.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

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

# **1.4** Organization

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

#### **1.5** Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
  - 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

# 2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

#### 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions 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, edition and updates as specified by CFX.
  - 2. The CFX Design Guidelines (Latest Edition)
  - 3. The FDOT Standard Plans
  - 4. The FDOT Design Manual
  - 5. The FDOT Basis of Estimates Handbook
  - 6. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book)
  - 7. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 (AASHTO)	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 (AASHTO)	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes	12 inner lanes
		15 min. single lane	12-16 outer lanes
C11.1 1.1	4.1	Single Lone	
Shoulder width, ft. Right	4-Lane 12 (10 paved)	Single Lane 6 (4 paved)	8 (4* paved)
Left	8 (4 paved)	6 (2 paved)	2 (2 paved)
		(	2 (2 pa · ca)
			* min. 5' paved
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved)	
		(* add 2' for interstate)	
Duidana 6	4 1	Single Lane	
Bridges, ft. Right	4-Lane   10	Single-Lane	
Left	6	6	
	6(or more)-Lanes	Dual Lane	
Right	12	10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane)	2%	2%
	3% or tbd (6-lane)		
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (6-lane), ft.	50' (typical with	N/A	22' or 40'
(E.O.P./E.O.P.)	guardrail		
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 FDOT Design Manual 211.15.
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

## **3.3** Bridge and Other Structures

A. 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 SR 528 widening from Goldenrod Road to Narcoossee Road. Specifically, the project consists of widening to both the inside and outside to accommodate an additional general use travel lane in each direction, widening to the outside to accommodate an auxiliary lane between the Goldenrod Road and Narcoossee Road interchanges, and widening of the SR 528 bridge over Narcoossee Road to provide for a future 8-lane section. The final widening and lane configuration is to be coordinated with the adjacent projects 528-143, 528-160, 528-161, and the AAF/Brightline railroad construction. Coordination with GOAA will be required for their upgrade and replacement of the approach lights located within the SR 528 R/W.

Additional elements include milling, resurfacing, & overbuild, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, 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, FAA, USACE and/or DEP, 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:
  - 1. Overall widening concept
  - 2. Pavement analysis
  - 3. Drainage and permitting approach
  - 4. Hydroplaning Analysis
  - 5. Evaluation of guardrail replacement limits
  - 6. Adjacent project coordination with 528-143, 528-160, 528-161, and rail construction by AAF (Brightline Trains)

## **4.4** Surveys and Mapping

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

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

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

# B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

## C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control

established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

#### D. Bench Levels

- 1. The Consultant shall establish new benchmarks at 1000' intervals along SR528 mainline alignment only.
- 2. The Bench Run will be based on closures between established benchmarks provided by the Authority and adjacent projects.

#### E. Topography

- 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
- 2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.
- 3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
- 4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
- 5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

#### F. Drainage Survey

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

# G. Underground Utilities

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

## H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design. Limits include McCoy Road, and portions of S

Goldenrod Rd and Narcoossee Rd Eastbound and Westbound ramps.

# I. Bridge Survey

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. (S Goldenrod Rd and Narcoossee Rd bridges)

## J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC (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. No 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.

#### **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, soil borings for roadway widening, bridge widening, MSE wall, and sign structures, LBR testing, analysis of bridge foundation alternatives for review and selection of preferred foundation type, tailed analysis of the selected foundation type, groundwater levels, estimated seasonal high groundwater levels, and design high water levels as appropriate, location and depths of unsuitable material (muck), or other deleterious materials, providing design alternatives based on geotechnical findings; allowable design loads or pressures, or soil properties as appropriate for each foundation type, and soil-corrosion-potential testing for structural foundations..
- D. The results of the geotechnical investigation shall be contained in Geotechnical Reports which shall be submitted to CFX's Project Manager for approval. The geotechnical investigations shall include 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. A Contamination Screening Evaluation Report for the project limits (including stormwater ponds and floodplain compensation sites) was removed from the scope as per CFX.
- B. The testing of any sites for contamination or asbestos ("Level II testing"), 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 (excluding any wetland or species-related information).
  - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
  - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
  - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

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

#### **4.10** 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 will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the *Preliminary Engineering Memorandum* and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

- 1. Cover sheet (key sheet)
- 2. Summary of Pay Items
- 3. General notes
- 4. Summary Quantities sheets
- 5. Project Layout
- 6. Typical roadway sections
- 7. Typical roadway details
- 8. Plans and profiles (plans at 1"=50' scale)
- 9. Interchange layout plans
- 10. Ramp Terminal Details (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
  - a. Earthwork quantities
- 11. Traffic Control Sheets including Temporary Drainage
- 12. Utility Adjustment Sheets
- 13. Details
- 14. Special provisions
- 15. Special specifications

## **4.12** Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - Widening of existing bridges over Narcoossee road.
     Task includes bridges widening BDR and final design.
     Design includes new beams painting aesthetic requirements
  - 2. Sign structures:
    - a. Design of sign structures:
      - i. Up to 6 New Overhead Cantilever
      - ii. 1 New Overhead Truss
      - iii. Up to 4 Multi-Post ground mount signs
  - 3. Walls:
    - a. MSE wall along McCoy Road and/or Westbound On-ramp from

Goldenrod Road to SR 528.

- b. Reconstruction of MSE walls between bridges
- c. Temporary Critical wall during bridge widening construction

# **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 and as provided in the negotiated staffhours.
  - 2. Substantial pond design at the 30% submittal. Modify the 2 existing ponds south side of the Goldenrod Interchange only for additional treatment for the widening, concurrence when widening included in the existing permit,.
  - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems. (limited to 15 1-hour meetings max)
  - 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
  - 5. Provide drainage/contour maps (limited to 2 drainage 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. 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.
  - 9. Optional Materials analysis is not required
  - 10. Technical meetings limited to SJRWMD and SWFMD permitting meetings (6 hours max)
- B. The Consultant shall prepare designs and contract documents for drainage features as detailed in the staffhours, 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 Not Required
- 6. Retention/detention ponds/exfiltration system
- 7. SWPPP is limited to 2 standard CFX sheets.

#### **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 replacement of all CFX lighting on the corridor impacted by the widening, installation of new LED lighting, overhead sign lighting, and underdeck lighting. Plan sheet scale shall be at 1"=50' scale.
- B. Evaluation of owner-furnished light fixtures for use on this project.
- C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- D. Provide a Lighting Power Design Analysis Report (PDAR) that includes report narrative and photos for two (2) load centers, sign lighting photometric and electrical design, load analysis, voltage drop calculations, short circuit calculations, and arc flash hazard analysis.
- E. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
  - Cover sheet (key sheet)
  - Tabulation of Quantities
  - General Notes
  - Pole Data and Legend Sheet
  - Project Layout Sheet
  - Plans Sheets (plans at 1" = 50' scale)
  - Service Point Detail
  - Special Details

#### **4.15** Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Traffic Data Analysis will include an AM and PM peak weaving analysis at the six (6) ramp terminals. Includes report of findings to be included with

the PDR.

#### C. 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 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.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. A roll plot of the proposed signing and pavement markings is required with the PDR, 30%, and 60% Plans submittals

## **4.17** Right-of-Way Surveys

- A. Additional right-of-way may be required for this project based on final design of the Goldenrod SB ramp to SR 528 WB.
- B. The Authority shall furnish the Consultant the Title Search Reports for

parcels affected by the proposed right of way throughout the project.

C. Right of Way maps, Parcel Sketches and Legal Descriptions will be negotiated under a supplemental agreement based on final design

requirements.

#### **4.18** Cost Estimates

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

## **4.19** Special Provisions and Specifications

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

#### **4.20** Fiber Optic Network (FON)

#### A. Fiber Optic Infrastructure Plans

- 1. The site construction plans shall be developed at a scale of 1" = 100'. 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 FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note)
- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)
  - j. Fiber count per conduit

- k. Communications interconnect
- 1. Connectivity with the FON backbone conduits
- m. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- n. Power interconnect, calculations to support conductor 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.
- o. Design Methodology Report shall include voltage drop calculation and typical cabinet load summary table 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.
- 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 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.
- v. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- x. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

- z. Replace existing EB and WB backbone/feeder conduit and place within proposed outside shoulder widening.
- aa. Relocation of existing mainline wrong way detection site (WWDS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to relocate or replace the existing site and any necessary attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- bb. Provide a ramp wrong way detection site (WWDS) at locations designated by the CFX/GSC.
- 3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX 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.
- 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. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.
- **4.21** Post-Design Services Not included at this time.

#### 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

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

#### 6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

## **6.1** Right-of-Way Acquisition

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

## **6.2** Utility Agreements

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

#### **6.3** Public Involvement

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

# **6.4** Contracts and Specifications Services

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

## **6.5** Post-Design Services

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

#### **6.6** Environmental Permits

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

# **6.7** Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX 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 submitted in a PDF format to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - 1. Field survey notes and computations.
  - 2. Design criteria used for the project.
  - 3. Geometric design calculations for horizontal alignment.
  - 4. Vertical geometry calculations.
  - 5. Drainage calculations
  - 6. Structural design calculations.
  - 7. Geotechnical report.
  - 8. Earthwork calculations not included in the quantity computation booklet.

- 9. Calculations showing cost comparisons of various alternatives considered, if applicable
- 10. Computations of quantities.
- 11. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
- 12. Lighting and voltage drop calculations.
- 13. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

#### **7.13** Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  - 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
  - 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  - 3. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  - 4. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  - 5. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  - 6. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  - 7. 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% Plans 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 benchmarks shown.
- c. Existing topography.
- d. Base line of surveys, curve data, bearings, etc. shown.
- e. Beginning and end stations (project and construction).
- f. Geometric dimensions.
- g. Proposed and existing limited access right-of-way lines.
- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- 1. Drainage ponds are shown.
- m. Conceptual sign structure locations 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. Preliminary Traffic Control

- a. General Notes
- b. Phasing Typical Sections/Notes
- c. Detour Plans

## 8. Right-of-Way Control Survey

## 9. Signing and Pavement Markings

- a. Striping layout.
- b. Sign structure locations.
- c. Roll plot with guide sign panels shown.

#### **7.15** 60% Plans 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-offincluded.
- 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. Proposed sign structures are shown
- h. Curve data and superelevation included.
- i. Pavement edges, shoulders and dimensions shown.
- j. Project and construction limits shown.
- k. Bridges shown with beginning and ending stations.
- l. 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)

## **7.16** 90% Plans 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. Structures Plans
- 15. Selective Clearing and Grubbing (if required)

- 7.17 100% Roadway, Bridge, and Structural Plans
  - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- **7.18** Pre-Bid Plans
- **7.19** Bid Set

# CONSENT AGENDA ITEM #4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: May 21, 2023

SUBJECT: Approval of Mitigation Credit Purchases with D.R. Horton, Inc. (owner

of Twin Oaks Mitigation Bank) for Project No. 516-238

Board approval is requested for the Executive Director to enter into an agreement with D.R. Horton, Inc. (owner of Twin Oaks Mitigation Bank) for a not-to-exceed amount of \$2,470,000.00 for state mitigation bank credits.

The environmental impacts from the SR 516 Lake/Orange Expressway Project from Lake/Orange County line to SR 429, requires federal and state mitigation. The use of mitigation bank credits is the preferred method by the Florida Department of Environmental Protection to offset these impacts.

This is included in the Five-Year Work Plan.

Reviewed by:

Dana Chester, P.E. Director of Engineering

Glenn Pressimone, P.E.

# CONSENT AGENDA ITEM #5

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: May 15, 2023

SUBJECT: Approval of Mitigation Credit Purchases with TCP II Reedy Creek, LLC

(owner of Reedy Creek Mitigation Bank) for Project No. 516-238

Board approval is requested for the Executive Director to enter into an agreement with TCP II Reedy Creek, LLC (owner of Reedy Creek Mitigation Bank) for a not-to-exceed amount of \$1,094,000.00 for mitigation bank credits.

The environmental impacts for SR 516 Lake/Orange Expressway Project from the Lake/Orange County line to SR 429, requires federal and state mitigation. The use of mitigation bank credits is the preferred method by the Florida Department of Environmental Protection to offset these impacts.

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

Reviewed by: 4

Dana Chester, PE

Director of Engineering

Glenn Pressimone, PE

# CONSENT AGENDA ITEM #6

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams Will FROM:

**Director of Procurement** 

May 21, 2023 DATE:

SUBJECT: Approval of First Contract Renewal with Day Communications, Inc. for

2045 Master Plan Consultant Services

Contract No. 001960

Board approval is requested for the first renewal of the referenced contract with Day Communications, Inc. in the amount of \$25,000.00 for one year beginning on July 1, 2023 and ending June 30, 2024. The original contract was for one year with renewal options.

The work to be performed includes producing and publishing the 2045 master plan report.

Original Contract \$ 48,500.00 First Renewal \$ 25,000.00 Total \$ 73,500.00

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

Reviewed by:

Glenn Pressimone, PE Chief of Infrastructure

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001960

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 8<sup>th</sup> day of June 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and DAY COMMUNICATIONS, INC. hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, on September 14, 2022, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide consultant work pertaining to CFX 2045 Master Plan and other services as may be assigned to the consultant by CFX.

**WHEREAS**, the Parties seek 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. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term.</u> CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on July 1, 2023 and end on June 30, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 3. <u>Compensation for Renewal Term</u>. The Consultant 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 \$25,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. 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. <u>Counterpart and Electronic Signatures</u>. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

# DAY COMMUNICATIONS, INC.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	By:Aneth Williams, Director of Procurement
	Aneth Williams, Director of Procurement
Print Name:	
Title:	
ATTEST:(SEAL)	
Secretary or Notary	
	Approved as to form and legality by legal counsel
If Individual, furnish two witnesses:	to the Central Florida Expressway Authority on
	this day of, 2023 for its exclusive use and reliance.
By:	950 910 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
By:Print Name:	By:
	By:
By:	
Print Name:	

# **AGREEMENT**



# AND

DAY COMMUNICATIONS, INC.

2045 MASTER PLAN CONSULTANT SERVICES

CONTRACT NO. 001960

CONTRACT DATE: JULY 1, 2022 CONTRACT AMOUNT: \$48,500.00

# CONTRACT 2045 MASTER PLAN CONSULTANT SERVCES CONTRACT NO. 001960

This Contract No. 001960 (the "Contract" as defined herein below), is made this 14<sup>th</sup> day of September 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and DAY COMMUNICATIONS, INC., hereinafter the "CONSULTANT":

#### WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do 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 consultant to provide consultant work pertaining to CFX 2045 Master Plan and other services as may be assigned to the consultant by CFX; and,

**WHEREAS**, having verified the CONSULTANT's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONSULTANT;

**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 CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing consulting work pertaining to CFX 2045 Master Plan and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,

(collectively, the "Contract").

#### 2. TERM AND NOTICE

The initial term of the Contract will be one (1) year beginning July 1, 2022 with renewal options. 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 the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT'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 CONSULTANT (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. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT 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 CONSULTANT: (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 CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONSULTANT (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 CONSULTANT 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 CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT 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, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT 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 CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. 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 CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

#### 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Contract term is \$48,500.00.
- 3.2 CONSULTANT's compensation for the services provided hereunder shall be in accordance with the Method of Compensation.

#### 4. AUDIT AND EXAMINATION OF RECORDS

- 4.1 Definition of Records:
- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other

data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the 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 subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

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

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, 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 subconsultant of another CONSULTANT 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.

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.

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.

#### 5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

#### 6. CONSULTANT INSURANCE

CONSULTANT 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. CONSULTANT shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

- 6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONSULTANT under this agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, or authorized representative 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. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT 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

CONSULTANT'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 CONSULTANT's policies shall be excess insurance, not contributory.

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

#### CONSULTANT RESPONSIBILITY

- 7.1 CONSULTANT shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONSULTANT shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
  - (i) all employees of CONSULTANT and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services:
  - (ii) other property of CONSULTANT and its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible on or adjacent to areas upon which services are performed;
- 7.2 CONSULTANT shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
  - (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
  - (ii) all workplace laws, regulations, and posting requirements, and
  - (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
  - (iv) compliance with the public records laws of Chapter 119, Florida Statutes.
- 7.3 CONSULTANT shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONSULTANT, whether such property is owned by CONSULTANT, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONSULTANT or its employees, agents, officers or

subcontractors or any other persons for whom CONSULTANT may be legally or contractually responsible.

- 7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONSULTANT shall be responsible for any theft or conversion of collected funds by employees of CONSULTANT, or arising out of the negligence or willful misconduct of CONSULTANT;
- 7.5 CONSULTANT shall immediately notify CFX of any material adverse change in CONSULTANT's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONSULTANT, or of the existence of any material impairment of rights or ability of CONSULTANT to carry on as its business and operations are currently conducted.
- 7.6 CONSULTANT shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONSULTANT's employees from leaving CONSULTANT's employ and taking employment with any successor of CONSULTANT for CFX's toll operations and management services.

#### 8. INDEMNITY

To the extent caused by the CONSULTANT, the CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 8.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,
- 8.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),
- 8.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

- 8.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract.
- 8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONSULTANT's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

#### 9. PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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," 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, and to:

- 9.1 Keep and maintain public records required by the public agency to perform the service.
- 9.2 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.

- 9.3 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 CONSULTANT does not transfer the records to the public agency.
- 9.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONSULTANT or keep and maintain public records required by the public agency to perform the service. If CONSULTANT transfers all public records to the public agency upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT 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 CONSULTANT in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify CFX. In the event CONSULTANT has public records in its possession, CONSULTANT shall comply with the Public Records Act and CONSULTANT must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONSULTANT 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 CONSULTANT 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.

#### 10. PRESS RELEASES

CONSULTANT 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.

#### 11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance

thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONSULTANT, its employees, agents, officers, and subconsultants may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT, its employees, agents, officers, and subconsultants' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

- 11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**
- 11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**
- 11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONSULTANT Property or any license granted to CFX for use of the CONSULTANT Intellectual Property rights; **AND**
- 11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONSULTANT

shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there is no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONSULTANT, or a third party; or
- 11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**
- 11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

### 12. PERMITS, LICENSES, ETC.

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

#### 13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the 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.

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

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

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

#### 14. NONDISCRIMINATION

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

#### 15. SUBLETTING AND ASSIGNMENT

CFX has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not 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 Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the 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 her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 16. DISPUTES

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

#### 17. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal CONSULTANT, 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 CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

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

### 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 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 CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

#### 20. RELATIONSHIPS

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

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT'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, subconsultant, 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. 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 CONSULTANT 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, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

#### 22. 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 documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 23. 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:

- 23.1 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
- 23.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and
- 23.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and
  - 23.4 Obligations upon expiration or termination of the Contract; and
- 23.5 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.

#### 24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 24.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to CFX, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and
- 24.2 CONSULTANT 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.

#### 25. INSPECTOR GENERAL

CONSULTANT 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.

#### 26. ASSIGNMENT

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

#### 27. VERIFY

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 subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

#### 28. PPROPRIATION 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.

#### 29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions 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 of Staff/Public Affairs Officer

CONSULTANT:

Day Communications, Inc.

501 S. New York Avenue, Suite 200

Winter Park, Florida 32789 Attn: Amanda Day, President

#### 31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

Exhibit "D" CFX Social Media Policy

[ SIGNATURES TO FOLLOW ]

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Willia Date: 2023.01.30 13:49:25 -05'00	ms O'
Director of Procurement	-
Print Name:	-
DAY COMMUNICATIONS, INC.	
By: Signature	
Amanda Day Print Name	. /
President	. 47
Title	
ATTEST:	_(Seal)
DATE: 1 24 23	
Approved as to form and execution, only.	
Laura Newlin Kelly  Digitally signed by Laura Newlin Kelly Date: 2023.01.30 13:05:16-05'00'	lly
Diego "Woody" Rodriguez, General Counsel	

Central Florida Expressway Authority Scope of Work: 2045 Master Plan Final Report



#### SCOPE OF WORK

# 2045 MASTER PLAN FINAL REPORT FOR CENTRAL FLORIDA EXPRESSWAY AUTHORITY Services, Schedules and Deliverables

Day Communications, Inc.

Project Manager Name: Amanda Day

Title: President

Address: 501 S. New York Avenue, Suite 200,

Winter Park, FL 32789

Phone Number: 407-636-5606

Email: Aday@daycommunications.com

DECODIDATION

Central Florida Expressway Authority

Client Name: Michelle Maikisch

Title: Chief of Staff / Public Affairs Officer

Address: 4974 Orl Tower Road

Orlando, Fl 32807

Phone Number: 407-690-5000

Email: Michelle.Maikisch@cfxway.com

DELIVEDABLE

Central Florida Expressway Authority (CFX) seeks communications services to assist in designing, structuring, organizing, drafting, refining, producing and publishing the 2045 Master Plan Final Report.

Day Communications shall provide the following services to achieve client objectives: These may include, but not limited to, creative and content development strategy; copywriting, editing and proofing; photography, audio, video editing and production; presentation development; graphic layout and design for print and digital mediums; public outreach, scheduling, coordinating, management and tracking as required; bilingual support services; quality assurance and quality control protocols; client meeting management and meeting notes and other communication services as requested.

#### SCOPE OF WORK

	DESCRIPTION	DELIVERABLE
PLAN & CONTENT OUTLINE	2045 Master Plan Report outline, structure, content organization plan with milestones and assignments.  Project Management plan with tasks, timelines, responsible parties, and milestones – updated regularly and shared at meetings and available on basecamp.	Approved content plan, wit outline, and project management deliverable tracker
DESIGN CONCEPT	Design and delivery of two (2) design concepts, two (2) revisions and final design approval	Approved creative design for report
	Design style guide that includes, but not limited to, direction for fonts, visual elements – maps, legends, header and footers, and guidelines for accessibility – for print, digital and ESRI digital map storytelling	Approved design style guide
BOOK COPYWRITING GRAPHIC DESIGN	Origination, research, compiling and drafting content for the Book (Final Report) – maps, timelines, graphics, images, secure photography, while adhering to the approved design guide – deliver (2) two drafts of each section of the Final Report - referred to as the Book.	Two (2) drafts of each section of the Book (Final Report)
	Compile, organize, draft and design the Appendix section of the Book – deliver (2) two drafts of each section of the Appendix section.	Two (2) drafts of each section in the Appendix
BROCHURE	Produce a summary, referred to as a Brochure, of the 2045 Master Plan Final Report. Outline, draft, edit, proof, revise content and design	Two (2) drafts of the summary brochure

Central Florida Expressway Authority Scope of Work: 2045 Master Plan Final Report



	DESCRIPTION	DELIVERABLE
	layout, edit images, resize graphics, develop maps and other visual elements as required	
DIGITAL	Draft content and support design such as photography, image touch up, reformatting, layout guidance for the ESRI digital map story telling as requested	Approval of content and graphics for ESRI digital story
PRESENTATION DEVELOPMENT	Prepare, develop, design, and format presentations for multiple audiences that shall include visual elements such as maps, infographics, video, audio, photography, animation as requested	Approval of presentations and supporting communication elements
QUALITY CONTROL PUBLISHING	Book: Proof and fact check to finalize the 2045 Master Plan Final Report (Book), Formatted and designed for both print and digital publishing (printing costs are not included)	Delivery of the approved digital and print-ready files of the approved 2045 Master Plan Final Report (Book)
	Brochure: Proof and fact checl, make design and graphic revisions as requested for the Brochure (Summary); Designed for print and accessible digitally (print cost not included)	Delivery of the approved digital and print-ready Brochure (Summary)
	ESRI Story Maps: Proof and fact check, make content and graphic changes as requested	Documented changes for final approval to go live - ESRI Story Maps
WEBSITE LANDING PAGE	Design, format, and update content on the 2045 Master Plan website landing page on the CFXway.com website - accessible links to the ESRI Story Maps	Approved website landing page to host 2045 Master Plan Final Report
PROJECT MANAGEMENT	Preparation of and attendance at CFX meetings to advance 2045 Master Plan Final Report, and responsible for meeting agendas, meeting materials, and deliverables as requested by CFX. Ongoing project management of the team to make deadlines.	PDF compilation of agendas, meeting summaries, and materials presented at meetings.
	project management of the team to make deadines.	meetings.

March Cent Alog Central Section	8 A.T.C.		
100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 / 100 /	17.5		
FOR THE STATE OF T	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	0 98-45		
Total Indignation II	2 7307		
H. 192100	1 1 1 1 1		
10 NOT 10 SOLOT			

# CONSENT AGENDA ITEM #7

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams FROM:

Director of Procurement

DATE: May 22, 2023

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for

Enterprise Resource Planning System (ERP) Software Purchase

Project No. 599-563, Contract No. 001983

Request for Proposals (RFP) for the above referenced project was advertised on February 5, 2023. Three (3) responses were received by the March 20, 2023 deadline. Those firms were Phoenix Business, Inc. d/b/a Phoenix Business Consulting, Tyler Technologies, Inc. and Workday, Inc.

The Evaluation Committee, after reviewing the technical proposals, met on April 4, 2023 and shortlisted all the firms.

The Evaluation Committee after participating in ERP demonstrations and interviews, prepared it's final ranking on May 18, 2023. The result is shown below:

Ranking	Firm
1	Workday, Inc.
2	Phoenix Business Consulting
3	Tyler Technologies, Inc.

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

Reviewed by:

Michael Carlisle

Director of Accounting and Finance

Lisa Lumbard

#### RFP-001983 Committee Meeting May 18, 2023 Minutes

Evaluation Committee for Enterprise Resource Planning System (ERP) Software; RFP-001983, held a duly noticed meeting on Thursday, May 18, 2023, starting at 8:00 a.m. via MS Teams for interviews. The final ranking was held at 3:10 p.m. in the Sandpiper Conference Room at the CFX Headquarters, Orlando, Florida.

### **Interview Portion (via MS Teams):**

#### **Committee Members:**

Michael Carlisle, Director of Accounting and Finance Marc Ventura, Manager of Accounting and Finance Evelyn Wilson, Chief Human Resource Officer Rafael Millan, Director of Information Technology Kim Murphy, Construction Project Administrator

#### **Other Attendees:**

Bradley Osterhaus, Sr. Procurement/QC Administrator Robert Johnson, Manager of Procurement Aneth Williams, Director of Procurement Lisa Lumbard, Chief Financial Officer – Technical Advisor Jim Greer, Chief of Technology and Operations – Technical Advisor Danielle Kosberg, KPMG LLP – Technical Advisor

Mr. Osterhaus began each interview with introductions of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Phoenix Business Inc., D/B/A
Phoenix Business Consulting
Tyler Technologies, Inc.

10:10 – 12:10 p.m.

Workday, Inc. 01:00 – 03:00 p.m.

#### **The Final Ranking Portion (Sandpiper Conference Room):**

#### **Committee Members:**

Michael Carlisle, Director of Accounting and Finance Marc Ventura, Manager of Accounting and Finance Evelyn Wilson, Chief Human Resource Officer Rafael Millan, Director of Information Technology Kim Murphy, Construction Project Administrator

#### **Other Attendees:**

Bradley Osterhaus, Sr. Procurement/QC Administrator Robert Johnson, Manager of Procurement Aneth Williams, Director of Procurement (via Teams) Lisa Lumbard, Chief Financial Officer – Technical Advisor Danielle Kosberg, KPMG LLP – Technical Advisor (via Teams)

Mr. Osterhaus began the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

Total Points and Rankings	Total Raw Points	Average Points	Ranking
Workday, Inc.	19,065	3,813.00	1
Phoenix Business Inc., D/B/A	15,960	3,192.00	2
Phoenix Business Consulting			
Tyler Technologies, Inc.	15,615	3,123.00	3

### **Pricing:**

Pricing was not included in the RFP and will be negotiated pending Board approval of Final Ranking and Authorization for Negotiations.

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 4:05 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting for RFP-001983 held Thursday, May 18, 2023.

Submitted by:	
•	Bradley Osterhaus, Sr. Procurement/QC Administrator

On behalf of the Evaluation Committee these minutes have been review and approved by:

Michael Carlisle, Director of Accounting and Finance

114

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TECHNICAL PROPOSAL, DEMONSTRATION, AND INTERVIEW SCORING SUMMARY

# ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) SOFTWARE PURCHASE RFP - CONTRACT NO. 001983

	Phoenix Business Inc., D/B/A Phoenix Business Consulting		Tyler Technologies, Inc.		Workday, Inc.	
EVALUATOR	SCORE	PRICE	SCORE	PRICE	SCORE	PRICE
Michael Carlisle	2840		3500		3690	
Marc Ventura	3480		3345		3720	
Rafael Millan	2525		2105		3825	
Evelyn Wilson	3340 /		3265 🗸		3925 v	
Kim Murphy	3775		3400		3905	
TOTAL	15960		15615		19065	
AVG. POINTS	3192.00		3123.00		3813.00	

_	***		
Com	mittee	iviem	pers:

Michael Carlisle

Thursday, May 18, 2023

Mérc) Ventura

Thursday, May 18, 2023

Evelyn Wilson

Thursday, May 18, 2023

Rafael Millan

Thursday, May 18, 2023

Kim Murphy

Thursday, May 18, 2023

# CONSENT AGENDA ITEM #8

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams Will FROM:

**Director of Procurement** 

DATE: May 15, 2023

SUBJECT: Approval of Contract Award to Protiviti, Inc.

for Internal Auditor Services

Contract No. 001999

Request for Proposals (RFP) from qualified firms to provide Internal Auditor Services was advertised on March 19, 2023. Three responses were received by the April 20, 2023 deadline. Those firms were Plante & Moran, PLLC, Protiviti, Inc. and RSM US LLP.

The Evaluation Committee, after reviewing the technical proposals, met on April 27, 2023. The price proposals were then opened and scored. The combined scores for the technical proposals and price proposals were calculated and the result is shown below:

Ranking	<u>Firm</u>	Total Points
1	Protiviti, Inc.	95.00
2	RSM US LLP	81.86
3	Plante & Moran, PLLC	70.45

The Audit Committee at its May 3, 2023 meeting accepted the ranking and recommended Protiviti. Inc. be awarded the contract.

The work to be performed includes internal auditing services.

Board award of the contract to Protiviti, Inc. with a not-to-exceed amount of \$1,800,000.00 for a three year contract with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by: Michael Carlisle

Director of Accounting and Finance

Lisa Lumbard



#### RFP-001999 Committee Meeting April 27, 2023 Minutes

Evaluation Committee for **Internal Auditor Services**; **RFP-001999**, held a duly noticed meeting on Thursday, April 27, 2023, starting at 2:30 p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

#### **Committee Members:**

Michael Carlisle, CFX Director of Accounting and Finance Leon Okopski, CFX Manager of IT Infrastructure Lorie Bailey Brown, CFX Audit Committee Member Jamie Rowland, CFX Audit Committee Member

#### **Other Attendees:**

Bradley Osterhaus, CFX Sr. Procurement/QC Administrator
Aneth Williams, CFX Director of Procurement
Lisa Lumbard, CFX Chief Financial Officer – Technical Advisor

#### **Evaluation Portion:**

Mr. Osterhaus began the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	Total Raw Points	Average Points
Protiviti, Inc.	340	85.00
RSM US LLP	302	75.50
Plante & Moran, PLLC	251	62.75

#### **Pricing**

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

<u>Proposer</u>	Total Price	<b>Points</b>	
Protiviti, Inc.	\$1,070,350.00	10.00	
RSM US LLP	\$1,681,625.00	06.36	
Plante & Moran, PLLC	\$1,389,375.00	07.70	

### **Total Points and Rankings**

Proposer	Tech. Points	<b>Pricing Points</b>	<b>Total Points</b>	Ranking
Protiviti, Inc.	85.00	10.00	95.00	1
RSM US LLP	75.50	06.36	81.86	2
Plante & Moran, PLLC	62.75	07.70	70.45	3

The Committee members agreed that the highest ranked firm would be recommended to the Audit Committee for award. The Evaluation Committee recommends award of the Contract to the top ranked proposer, Protiviti, Inc. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 3:30 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting for RFP-001999 held Thursday, April 27, 2023.

Submitted by:

Bradley Osterhaus, CFX Sr. Procurement/QC Administrator

On behalf of the Evaluation Committee these minutes have been review and approved by:

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

#### INTERNAL AUDITOR SERVICES RFP - CONTRACT NO. 001999

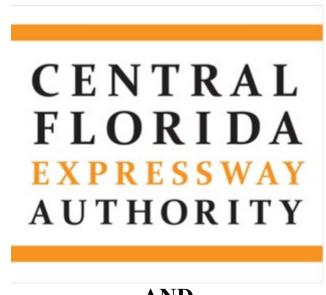
	Plante & Moran, PLLC		Protiviti, Inc.		RSM US LLP	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Michael Carlisle	72		85		81	
Leon Okopski	54		90		71	
_orie Bailey Brown	55		75		65	
Jamie Rowland	70		90		85	
TOTAL	251		340	***************************************	302	
AVG. TECH. POINTS	62.75		85.00		75.50	

PRICE PROPOSAL SUMMARY				
PROPOSER		PROPOSAL AMOUNT	POINT VALUE	
Plante & Moran, PLLC	\$	1,389,375.00	7.70	
Protiviti, Inc.	\$	1,070,350.00	10.00	
RSM US LLP	\$	1,681,625.00	6.36	

POINT TOTALS AND FINAL RANKING					
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING	
Plante & Moran, PLLC	62.75	7.70	70,45	3	
Protiviti, Inc.	85.00	10.00	95,00	1	
RSM US LLP	75.50	6.36	81.86	2	

Committee Members:	
0010001181	Thursday, April 27, 2023
Michael Carlisle	Thursday, April 27, 2023
Leon Okonski	maraday, April 27, 2020
Lorie Bailey Brown	Thursday, April 27, 2023
James Rowland Jamie Rowland	Thursday, April 27, 2023

# **CONTRACT**



**AND** 

# PROTIVITI, INC.

INTERNAL AUDITOR SERVICES CONTRACT NO. 001999

CONTRACT DATE: JUNE 08, 2023 CONTRACT AMOUNT: \$1,800,000.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

# CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

# INTERNAL AUDITOR SERVICES

**CONTRACT NO. 001999** 

**JUNE 2023** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# TABLE OF CONTENTS

<u>Title</u> Page

CONTRACT C-1 to C-20

Addendum No. 1

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT "B" METHOD OF COMPENSATION

EXHIBIT "C" PRICE PROPOSAL

EXHIBIT "D" POTENTIAL CONFLICT DISCLOSURE FORM

# CONTRACT Contract No. 001999

This Contract is made this 08<sup>th</sup> day of June 2023, 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 March 20, 2023, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

WHEREAS, AUDITOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and

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

#### 1. SERVICES TO BE PROVIDED

The 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 are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

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 commencing July 01, 2023 thru June 30, 2026, 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 \$1,800,000.00.

#### 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 polices 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 (l) 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

Jeff Tecau, Internal Audit Managing Director Mike Porier, Transportation SME Graham Wigle, Internal Audit Manager Danielle Saxe, Internal Audit Senior Consultant Landon Willey, Internal Audit Senior Consultant David Taylor, IT Audit Managing Director Chris Porter, IT Audit Associate Director Sanket Patel, IT Audit SME Ashley Garrett, Next Gen Audit SME

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 AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Chief Financial Officer

AUDITOR: Protiviti, Inc.

301 East Pine Street, Suite 225

Orlando, Florida 32801

Attn: Jeff Tecau

Protiviti, Inc.

301 East Pine Street, Suite 225

Orlando, Florida 32801 Attn: David Taylor

# 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.

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

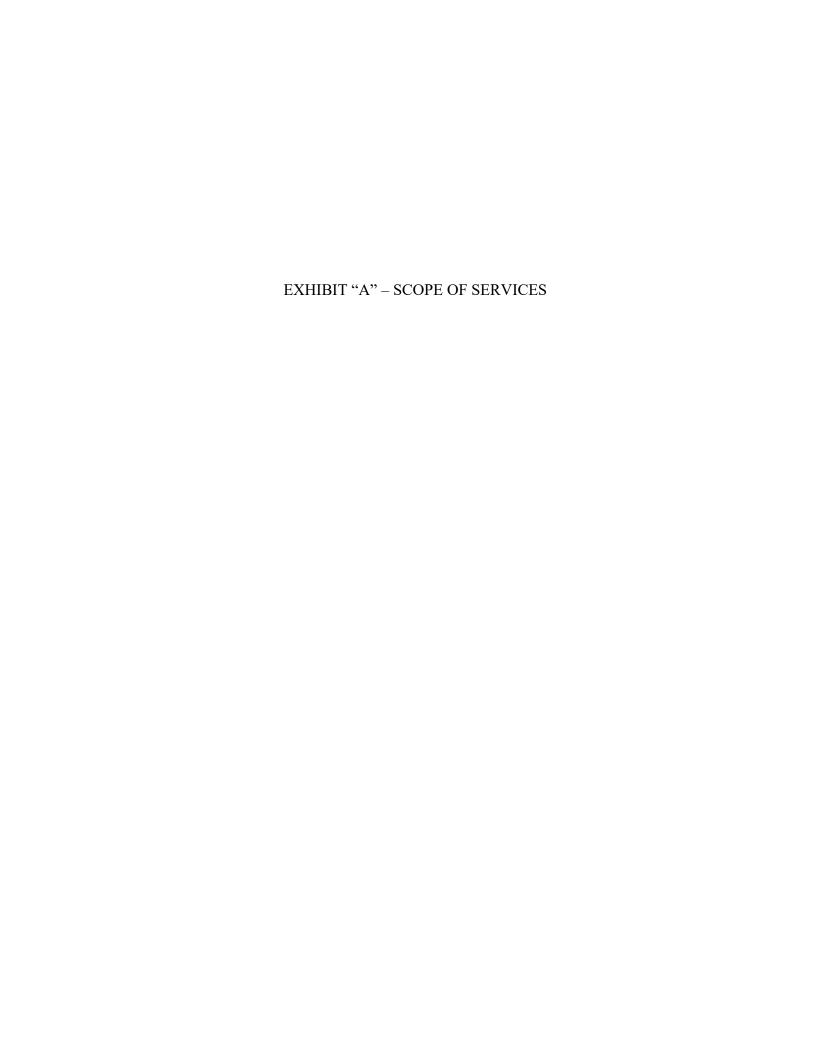
Exhibit "C" Price Proposal

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 08, 2023.

ACCEPTED AND AG	REED TO BY:	
PROTIVITI, INC.		
By:		
	Title	
	ATTEST:	(Seal)
	DATE:	
CENTRAL FLORIDA	EXPRESSWAY AUTHORITY	
By:	rocurement	
	liams	
Date:		
	Approved as to form and execu CFX only.	tion for the use and reliance b
	General Counsel for CFX	
	Print Name: <u>Diego "Woody" Ro</u>	odriguez
	Date:	



# 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 Function

#### Mission

The mission of the internal audit department is to provide the CFX Board with unbiased, objective assessments of whether CFX 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 CFX 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 Audit Firm reports to the CFX Board through the CFX Audit Committee. For administrative purposes, the Internal Audit Firm reports to the CFX Chief Financial Officer. 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.
- 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.
- 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.
- 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 two Memorandums 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. The MOU's are referred to as "Data Exchange" and "Driver and Vehicle Information Database (DAVID)". A condition of the memoranda 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 an attestation to each MOU in accordance with the American Institute of Certified Public Accountants "Statements on Standards for Attestation Engagement".

#### 6.0 General Audits

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 audit, 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 audit, 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 given 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, presently version 3.2.1, for Merchant Level 1 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 December 15, 2023. The final version of the ROC shall be submitted to CFX no later than December 1, 2023, and every year thereafter on December 1st or the preceding business day if December 1st is on a weekend or holiday.

#### 8.1 Current Environment:

#### Payment Channels:

• Web Site: Customer Self-Service & CSR Service

- Service Center: Traditional retail location
- ~70 Reload Lanes: Drive through toll plaza retail locations using POS devices.
- Contact Center CSR: Methods include Verbal, Mail, Fax (Vendor PCI scope)
- EPASS Android and Apple Mobile Apps
- Visitor Toll Pass Android and Apple Mobile Apps
- US Mail
- Fax
- IVR: Customer Self-Service
- Automated Processes: Mainly recurring payments and transactions

#### CFX Environment:

- ~50 In-scope Workstations
- ~50 End-Users
- ~11 Servers
- 2 Data Center Locations
- 1 Contact Center (Vendor PCI Scope)
- 1 Custom CRM Application (TRIMS)
- ~80 POS Devices at retail sites (Reload and Service Center)

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: All Planholders of Record

**FROM** Aneth Williams, Director of Procurement

**DATE**: April 12, 2023

**SUBJECT:** INTERNAL AUDITOR SERVICES

Contract No. 001999 - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated March 2023, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 4 pages.

# **RESPONSES TO QUESTIONS RECEIVED**

- 1. The following questions were received from potential bidders of record. CFX's response follows the questions.
- Q1. Why is CFX competitively bidding the requested services (e.g., procurement rules, etc.)?
  - R: The existing contract ends June 30, 2023.
- Q2. What is the dollar amount of the agreement with the incumbent Internal Auditor?
  - R: The current year's contract amount is \$600,000.
- Q3. What is CFX's budget for the requested services in this RFP?
  - R: Fiscal Year 2023's internal audit budget is \$564,000.
- Q4. Page 2 of Attachment "1" Contract states, "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." To help proposing firms develop reasonable price proposals and a tailored approach for the requested services, will CFX please clarify:
  - Does CFX plan to award this contract to more than one vendor?
  - Does CFX plan to issue separate RFPs for components of the work included in Exhibit A: Scope of The Services?
  - If not the selected vendor(s), which CFX personnel will be assigned to perform the work outlined in Exhibit A?

- R: CFX does not plan to award this contract to more than one vendor but reserves the right to. CFX does not plan to issue separate RFPs but reserves the right to do so. There are no CFX personnel that are expected to be assigned any of the work outlined in Exhibit A.
- Q5. PSR-9, third paragraph includes the requirement, "The information shall include specific details for the office in which the audit will be conducted." Will CFX clarify which types of detailed information it requires, and if audit work must be performed onsite or if remote or hybrid work arrangements will be permitted?
  - R: CFX is requesting the address of the office that the staff that are proposed on this engagement are assigned to. The audit work can be performed onsite, remote or a hybrid.
- Q6. Will CFX reimburse travel and other reasonable out-of-pocket expenses incurred by vendors during performance of the requested services?
  - R: No. Any such expenses should be taken into consideration in the price proposal.
- Q7. On average, how many audits and/or hours will CFX expect vendors to provide each year?
  - R: There are twelve audits scheduled for Fiscal Year 2023.
- Q8. NCT-1 Qualifications states, "The firm shall be certified:
  - By the Institute of Internal Auditors (IIA) as a Certified Internal Auditor and meet the appropriate criteria for independence.
  - As a Qualified Security Assessor (QSA) with the PCI Security Standards Council." Will CFX clarify if these requirements apply to project team members, rather than firms, and if more than one project team member is required to hold each certification? This requirement is also referenced on page PSR-7.
  - R: The firm must be certified as a Certified Internal Auditor with the Institute of Internal Auditors and project team members must be certified as Qualified Security Assessors. The number of team members required to be certified is dependent on the qualifications needed to submit a Report of Compliance on behalf of CFX.
- Q9. Has CFX allocated a budget for this engagement?
  - R: See Q3.
- Q10. Are the hours noted on Page C-4 the estimated hours for the PCI audit only?
  - R: The hours noted on Page C-4 are for the entire engagement.

Q11. Does CFX envision this work to be performed on-site or remotely?

R: See Q5.

Q12. Can you clarify the scope of these services?

R: No.

Q13. Does CFX wish the proposer provide a risk assessment?

R: See page A-3 of the Scope of Services.

Q14. Does CFX wish the proposer develop an internal audit plan?

R: See page A-2 of the Scope of Services.

Q15. Does CFX wish the proposer execute a PCI assessment?

R: See page A-5 of the Scope of Services.

Q16. Is the audit plan and risk assessment established already?

R: An audit plan and risk assessment are done annually.

Q17. If the answer to #16 is yes, does CFX wish the proposer provide resources for each internal audit?

R: N/A

Q18. The RFP notes that CFX is presently under version 3.2.1 of the PCI DSS – do you plan to transition this year or next year to 4.0?

R: We plan to transition to PCI DSS 4.0 for the 2024 audit.

Q19. For card present transactions – does CFX use P2PE or SRED validated point of interaction devices? If so what percentage of transactions?

R: We use P2PE devices for a large portion of our card present transactions. We still have some mag swipe devices at our walk-in Service Center, but these are only a handful and scheduled to be replaced this year with P2PE devices. The % is unknown.

**O20.** Does CFX store cardholder data?

R: No.

Contract No. 001999 Addendum No. 01 April 12, 2023

- Q21. Approximately how many requirements are noted as not applicable?
  - R: Not sure what this means. Is this for PCI?
- Q22. Are any Compensating Control Worksheets used?
  - R: yes
- Q23. Are the two (2) data centers noted in Exhibit A, Section 8.1 owned, staffed, and operated by CFX?
  - R: yes
- Q24. Are the contact center vendor and/or other relevant vendors able to provide current evidence of PCI compliance (e.g., ROC/AOC)?
  - R: yes
- Q25. Was the TRIMS application noted in Exhibit A, Section 8.1 developed internally by CFX?
  - R: yes
- Q26. Will CFX consider exceptions to the Contract terms and conditions?
  - R: They must be submitted with the proposal response.
- Q27. Are the DHSMV and DAVID Data Security Assessments required to be performed under AICPA Attestation Standards?
  - R: unknown
- Q28. How many years do the estimated hours included by CFX in Exhibit C represent?
  - R: The hours are just approximate for the term of the three-year contract to compare price proposals between the different firms.

END OF ADDENDUM NO. 1

# CONSENT AGENDA ITEM #9

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams /// FROM:

DATE: May 16, 2023

SUBJECT: Approval of American Government Services Corporation as a Subconsultant to

Nelson Mullins Riley & Scarborough LLP for Right of Way Counsel Services

Contract No. 001477

Board approval of American Government Services Corporation as a subconsultant to Nelson Mullins Riley & Scarborough LLP to provide title searches is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: Diego "Woody" Rodriguez

Diego "Woody" Rodriguez

General Counsel

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Nelson Mullins Riley & Scarborough, LLP Date: May 16, 2023

CFX Contract Name: Poinciana Parkway Extension	CFX Contract No.: 001477
Authorization is requested to sublet the services identified below which approval to sublet services to:	are included in the above referenced Contract. Consultant requests
Subconsultant Name: American Government Services Corporation	
Address: 3812 West Linebaugh Avenue, Tampa, FL 33618	
Phone No.: 813.933.3322	
Federal Employee ID No.: 59 - 2346160	
Description of Services to Be Sublet: <u>Title – Title search services in sup</u>	port of right of way appraisal and acquisition
Estimated Beginning Date of Sublet Services: September 20, 2020	
Estimated Completion Date of Sublet Services: <u>December 31, 2023</u>	
Estimated Value of Sublet Services*: \$\frac{\$100,000.00}{}\$ *(Not to exceed \$100,000.00 without prior Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been adv Contract with the Authority that are applicable to the subconsultant and	vised of, and agrees to, the terms and conditions in the Consultant's the services to be sublet:
Requested By:  (Signature of Consultant Representate Title	ive)
Recommended by:(Signature of Appropriate CFX Director/Manager)	Date:
Approved by: (Signature of Appropriate Chief)	Date: _5/6/23

Attach Subconsultant's Certificate of Insurance to this Request.

# CONSENT AGENDA ITEM #10

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams Will

**Director of Procurement** 

DATE: May 18, 2023

SUBJECT: Approval of Contract Award to Nelson Mullins Riley & Scarborough LLP, Shutts

& Bowen LLP and Mateer & Harbert, P.A. for Right of Way Counsel Services

Contract Nos. 001953, 002018 & 002019

Request for Proposals from qualified firms to provide Right of Way Counsel Services was advertised on March 22, 2023. Three responses were received by the April 25, 2023 deadline. Those firms were Mateer & Harbert, P.A., Nelson Mullins Riley & Scarborough LLP and Shutts & Bowen LLP.

The Evaluation Committee, after reviewing the technical proposals, met on May 8, 2023 and shortlisted all the firms.

The Evaluation Committee conducted interviews on May 16, 2023. The price proposals were then opened and scored. After discussion it was decided to award a contract to all three firms.

The work to be performed includes coordination with CFX's right of way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way easements and other property interests required for future CFX projects.

Board award of contracts to Nelson Mullins Riley & Scarborough LLP, Shutts & Bowen LLP and Mateer & Harbert, P.A. in the amount of \$3,000,000.00 each for a three year term with two one-year renewals is requested.

These contracts are a component of projects included in the Five-Year Work Plan.

Reviewed by:

Diego "Woody" Rodriguez

General Counsel

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



#### RFP-001953 Committee Meeting May 16, 2023 Minutes

Evaluation Committee for **Right of Way Counsel Services**; **RFP-001953**, held a duly noticed meeting on Tuesday, May 16, 2023, starting at 1:00 p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

#### **Committee Members:**

Diego "Woody" Rodriguez, CFX General Counsel Laura Newlin Kelly, CFX Associate General Counsel Glenn Pressimone, CFX Chief of Infrastructure Mindy Cummings, Orange County, Manager, Real Estate Management Division

#### Other Attendees:

Bradley Osterhaus, Sr. Procurement/QC Administrator Aneth Williams, CFX Director of Procurement

#### **Interviews:**

Mr. Osterhaus began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Mateer & Harbert, P.A.	01:00 - 01:30  p.m.
Nelson Mullins Riley & Scarborough LLP	01:40 - 02:10  p.m.
Shutts & Bowen LLP	02:20 - 02:50 p.m.

#### **Evaluation Portion:**

Mr. Osterhaus began the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

Proposer	Total Raw Points	Average Points
Mateer & Harbert, P.A.	295	73.75
Nelson Mullins Riley & Scarborough LLP	347	86.75
Shutts & Bowen LLP	346	86.50

#### **Pricing**

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

Proposer	Total Price	<u>Points</u>
Mateer & Harbert, P.A.	\$2,955,000.00	10.00
Nelson Mullins Riley & Scarborough LLP	\$3,135,000.00	9.43
Shutts & Bowen LLP	\$3,375,000.00	8.76

#### **Total Points and Rankings**

Proposer	Tech. Points	Pricing Points	Total Points	Ranking
Mateer & Harbert, P.A.	73.75	10.00	83.75	3
Nelson Mullins Riley & Scarborough LLP	86.75	9.43	96.18	1
Shutts & Bowen LLP	86.50	8.76	95.26	2

The Evaluation Committee recommends award of the Contract to all three firms for \$3,000,000.00 each. There being no further business to come before the Committee, the meeting was adjourned at 3:12 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting for RFP-001953 held Tuesday, May 16, 2023.

Submitted by:

Bradley Osterhaus, Sr. Progurement/QC Administrator

On behalf of the Evaluation Committee these minutes have been review and approved by:

Diego "Woody" Rodriguez FX General Counsel

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

#### RIGHT OF WAY COUNSEL SERVICES CONTRACT NO. 001953

	Mateer & Harbert, P.A.		Nelson Mullins Riley & Scarborough LLP		Shutts & Bowen LLP	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
WOODY RODRIGUEZ	71		88		88	
LAURA NEWLIN KELLY	77		86		80	
GLENN PRESSIMONE	83		85		85	
MINDY CUMMINGS	64		88		93	
TOTAL	295		347		346	
AVG. TECH. POINTS	73,75		86,75		86,50	

PRICE PROPOSAL SUMMARY					
PROPOSER		PROPOSAL AMOUNT	POINT VALUE		
Mateer & Harbert, P.A.	\$	2,955,000.00	10.00		
Nelson Mullins Riley & Scarborough LLP	\$	3,135,000,00	9.43		
Shutts & Bowen LLP	\$	3,375,000,00	8.76		

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Mateer & Harbert, P.A.	73,75	10,00	83,75	3
Nelson Mullins Riley & Scarborough LL	86.75	9 43	96,18	1
Shutts & Bowen LLP	86.50	8.76	95.26	2

Committee Members:

OOY RODRIGUEZ

Tuesday, May 16, 2023

Tuesday, May 16, 2023

CIMONE

Tuesday, May 16, 2023

Tuesday, May 16, 2023

GLENN PRESSIMONE

ZIXIIII

CHAMMINGS

### **CONTRACT**



# NELSON MULLINS RILEY & SCARBOROUGH LLP

RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 001953

CONTRACT DATE: JUNE 08, 2023 CONTRACT AMOUNT: \$3,000,000.00

CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

## CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

#### **RIGHT-OF-WAY COUNSEL SERVICES**

**CONTRACT NO. 001953** 

**JUNE 2023** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

<u>Title</u> <u>Page</u> CONTRACT 1 to 16 Scope of Services Price Proposal Potential Conflict Disclosure Form Exhibit "A" Exhibit "B"

Exhibit "C"

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## AGREEMENT

## RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 001953

1.	SERVICES	1
2.	NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE	1
3.	RESPONSIBILITIES OF COUNSEL	
4.	PAYMENT FOR SERVICES AND BILLING	2
5.	GENERAL TERMS AND PAYMENT	3
6.	TERM	
7.	CONFLICT OF INTEREST AND STANDARDS OF CONTACT	4
8.	LOSS OF ESSENTIAL LICENSE	4
9.	INSOLVENCY	5
10.	TERMINATION	
11.	ALTERNATIVE DISPUTE RESOLUTION	
12.	OWNERSHIP OF DOCUMENTS	
13.	AUDIT AND EXAMINATION OF RECORDS	5
14.	PUBLIC RECORDS	6
15.	PRESS RELEASES	8
16.	INDEPENDENT CONTRACTOR	
17.	COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT	
18.	PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT	
19.	NOTIFICATION OF CONVICTION OF CRIMES	
20.	INSPECTOR GENERAL	
21.	E-VERIFY	
22.	INDEMNIFICATION	9
23.	INSURANCE	
24.	INTERPRETATION	
25.	SURVIVAL OF EXPIRATION OR TERMINATION	
26.	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	13
27.	APPROPRIATION OF FUNDS	13
28.	NO ASSIGNMENT	13
29.	AMENDMENT	14
30.	NOTICES	14
31.	WAIVER	14
32.	SEVERABILITY	
33.	RIGHTS AT LAW RETAINED	
34.	APPLICABLE LAW; VENUE	
35.	ENTIRE AGREEMENT	15
36.	EXHIBITS	15
	SIGNATORY PAGE	16

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 001953

THIS AGREEMENT ("Agreement") is entered into as of June 08, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and Nelson Mullins Riley & Scarborough LLP ("COUNSEL").

#### WITNESSETH:

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on March 27, 2023, CFX issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on May 16, 2023, and the recommendation of the Right-of-Way Committee at its meeting held on May 17, 2023, the Board of Directors of CFX at its meeting held on June 08, 2023, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

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

#### 1. SERVICES

CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A."** 

#### 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE

Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates the CFX's General Counsel or Associate General Counsel as the CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define

CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

#### 3. RESPONSIBILITIES OF COUNSEL

COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

COUNSEL designates <u>Richard N. Milian</u>, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

#### 4. PAYMENT FOR SERVICES AND BILLING

In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on the hourly rate fee schedule included in the Price Proposal attached hereto as **Exhibit "B."** CFX will not provide a retainer and there will be no increase in the rates during the three-year term of the agreement. The Contract Amount for the Initial Contract Term shall not exceed \$3,000,000.00.

Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of the firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

#### <u>List of Subconsultants</u>

Marchena and Graham, P.A.

Express approval by CFX's Board is required before the retention of subconsultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for subconsultant or expert contracts less than \$25,000.

#### 5. GENERAL TERMS AND PAYMENT

COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX. CFX will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

#### 6. TERM

This Agreement shall become effective June 08, 2023, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two one-year renewals at CFX's option (collectively, the "Term"). The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Initial Term. Notwithstanding anything contained herein to the contrary, in the event COUNSEL has been retained to provide right-of-way counsel services on any matters or cases on behalf of CFX prior to the expiration of the Term, CFX may elect, in its sole and absolute discretion, by providing COUNSEL with written notice, to have COUNSEL continue to perform right-of-way counsel services on behalf of CFX subsequent to the expiration of the Term in order to conclude or wrap up any pending matters or cases assigned to COUNSEL prior to the expiration of the Term.

#### 7. CONFLICT OF INTEREST AND STANDARDS OF CONTACT

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

COUNSEL acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. COUNSEL acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, COUNSEL 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, COUNSEL agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."** 

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

COUNSEL covenants and agrees that it and its employees, officers, agents, and CO-COUNSELs 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.

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

#### 8. LOSS OF ESSENTIAL LICENSE

The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

#### 9. INSOLVENCY

If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

#### 10. TERMINATION

CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- 10.1 immediately discontinue all services affected (unless the notice directs otherwise); and
- 10.2 deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

#### 11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

#### 12. OWNERSHIP OF DOCUMENTS

All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

#### 13. AUDIT AND EXAMINATION OF RECORDS

#### 13.1 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 COUNSEL's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether

in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by COUNSEL in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

COUNSEL shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance 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.

#### 14. PUBLIC RECORDS

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

# CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that COUNSEL 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, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

- 14.1. Keep and maintain public records required by the public agency to perform the service.
- 14.2. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.3. 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 COUNSEL does not transfer the records to the public agency.
- 14.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of COUNSEL or keep and maintain public records required by the public agency to perform the service. If COUNSEL transfers all public records to the public agency upon completion of the contract, COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNSEL keeps and maintains public records upon completion of the contract, COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

#### 15. PRESS RELEASES

COUNSEL 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.

#### 16. INDEPENDENT CONTRACTOR

COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

#### 17. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

#### 18. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.

COUNSEL 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 COUNSEL, supplier, CO-COUNSEL, 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."

COUNSEL 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 COUNSEL, supplier, CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity."

#### 19. NOTIFICATION OF CONVICTION OF CRIMES

COUNSEL shall notify CFX if any of COUNSEL's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

#### 20. INSPECTOR GENERAL

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

#### **21. E-VERIFY**

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

#### 22. INDEMNIFICATION

COUNSEL shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by COUNSEL, its agents, employees, subconsultants, or co-counsels during the performance of the Agreement, except that neither COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels 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 or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by COUNSEL in the performance of services required by COUNSEL under this Agreement, CFX will immediately forward the notice of claim to COUNSEL. COUNSEL and CFX 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 CFX alleging negligence or wrongdoing by COUNSEL, CFX and COUNSEL will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of COUNSEL in the defense of the lawsuit or to request that COUNSEL defend CFX in such lawsuit as described in this section. CFX's failure to notify COUNSEL of a notice of claim will not release COUNSEL from any of the requirements of this section upon subsequent notification by CFX to COUNSEL of the notice of claim or filing of a lawsuit. CFX and COUNSEL will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

COUNSEL 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. COUNSEL shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the 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. COUNSEL shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

#### 23. INSURANCE.

COUNSEL, 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.

COUNSEL shall require and ensure that each of its subconsultants and co-counsels 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, COUNSEL shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

COUNSEL shall require all insurance policies in any way related to the work and secured and maintained by COUNSEL to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. COUNSEL shall require of subconsultants and co-counsels, 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, COUNSEL 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 COUNSEL enter into such an agreement on a pre-loss basis. At COUNSEL's expense, all limits must be maintained.

23.1 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. 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. COUNSEL 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.

23.2 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 COUNSEL does not own automobiles COUNSEL 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.

- 23.3 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 COUNSEL, its employees, agents, co-counsels, and subconsultants.
- 23.4 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 COUNSEL.

COUNSEL 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 COUNSEL 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 COUNSEL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by COUNSEL 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 COUNSEL'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 COUNSEL'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.

#### 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 COUNSEL 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, COUNSEL 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 COUNSEL for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of COUNSEL's employees with respect to any successor of COUNSEL; 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 COUNSEL shall submit to CFX, upon request, a report containing the last known contact information for each CO-COUNSEL or employee of COUNSEL who performed work under the Contract; and
- 26.2 COUNSEL 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. 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 COUNSEL to that effect.

#### 28. NO ASSIGNMENT

The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX.

#### 29. AMENDMENT

No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

#### 30. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

#### For CFX:

Mr. Diego "Woody" Rodriguez, General Counsel Ms. Laura Newlin Kelly, Associate General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

#### For COUNSEL:

Nelson Mullins Riley & Scarborough LLP Attn: Richard N. Milian 390 North Orange Avenue, Suite 1400 Orlando, FL 32801

#### 31. WAIVER

The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

#### 32. SEVERABILITY

Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

#### 33. RIGHTS AT LAW RETAINED

The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

#### 34. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

#### 35. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **36. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Price Proposal

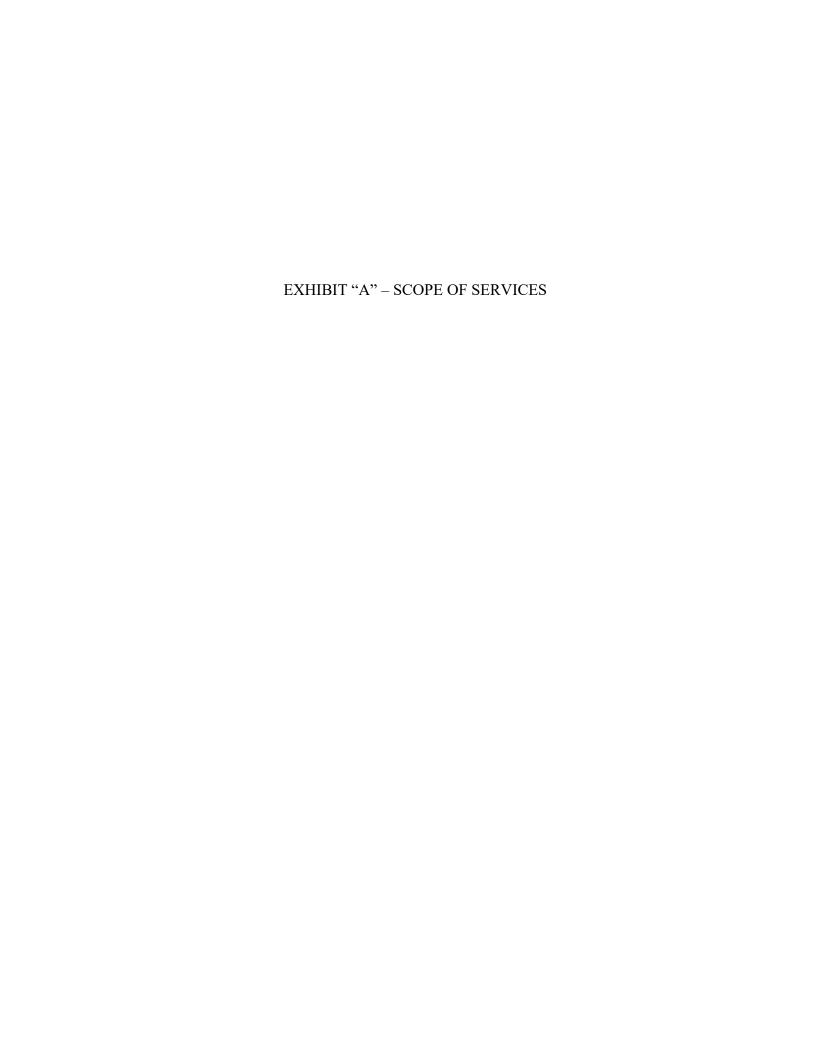
Exhibit "C" Potential Conflict Disclosure Form

#### **SIGNATORY PAGE**

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 08, 2023.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Director of Procurement	
Director of Procurement	
Print Name: Aneth Williams	
NELSON MULLINS RILEY & SCARBOROUGH LI	LP
By:	
Print Name:	
111101141161	
Title	•
Title	
ATTEST:	_(Seal)
Approved as to form and execution, only.	
	<u>.</u>
General Counsel for CFX	
Diego "Woody" Rodriguez	
Print Name	



#### **EXHIBIT "A"**

#### SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

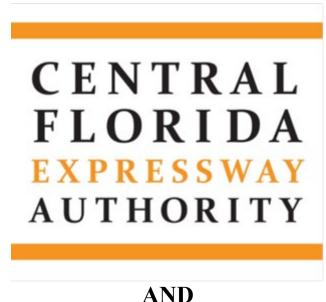
This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

- 1. Working with and under the supervision of CFX's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.
- 2. Coordinating with CFX's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way acquisitions and dispositions, easements and other property interests required for future CFX projects.
- 3. Coordinating with CFX's right of way acquisition agent(s), to negotiate voluntary contract purchases, sales and settlements of right of way acquisitions and dispositions.
- 4. Handling all aspects of real estate due diligence, including, without limitation, conducting title searches and reviews, survey reviews, appraisal reviews and environmental assessment reviews, issuing title policies, and preparing closing documents. Counsel shall provide real estate closing and escrow services for purchases and sales of property.
- 5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX.
- 6. Coordinating surplus property contract negotiations and closings with CFX's real estate broker(s) and land agent(s).
- 7. Reporting regularly to CFX's Right-of-Way Committee and on an as-needed basis to the CFX Board.
- 8. Providing input on project budgets and cash flow as requested by CFX.
- 9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
- 10. Managing, coordinating, and contracting with, if necessary, any contracted experts and consultants that may be necessary to complete real estate acquisitions.
- 11. Conducting legal research as requested by CFX.

12. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

### **CONTRACT**



## **SHUTTS & BOWEN LLP**

**RIGHT-OF-WAY COUNSEL SERVICES** CONTRACT NO. 002018

**CONTRACT DATE: JUNE 08, 2023 CONTRACT AMOUNT: \$3,000,000.00** 

CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

## CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

#### **RIGHT-OF-WAY COUNSEL SERVICES**

**CONTRACT NO. 002018** 

**JUNE 2023** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

<u>Title</u> <u>Page</u> CONTRACT 1 to 16 Scope of Services Price Proposal Potential Conflict Disclosure Form Exhibit "A" Exhibit "B"

Exhibit "C"

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT

### RIGHT-OF-WAY COUNSEL SERVICES

#### CONTRACT NO. 002018

1.	SERVICES	1
2.	NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE	1
3.	RESPONSIBILITIES OF COUNSEL	
4.	PAYMENT FOR SERVICES AND BILLING	2
5.	GENERAL TERMS AND PAYMENT	3
6.	TERM	
7.	CONFLICT OF INTEREST AND STANDARDS OF CONTACT	4
8.	LOSS OF ESSENTIAL LICENSE	4
9.	INSOLVENCY	5
10.	TERMINATION	
11.	ALTERNATIVE DISPUTE RESOLUTION	
12.	OWNERSHIP OF DOCUMENTS	
13.	AUDIT AND EXAMINATION OF RECORDS	5
14.	PUBLIC RECORDS	6
15.	PRESS RELEASES	8
16.	INDEPENDENT CONTRACTOR	
17.	COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT	
18.	PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT	
19.	NOTIFICATION OF CONVICTION OF CRIMES	
20.	INSPECTOR GENERAL	
21.	E-VERIFY	
22.	INDEMNIFICATION	9
23.	INSURANCE	
24.	INTERPRETATION	
25.	SURVIVAL OF EXPIRATION OR TERMINATION	
26.	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	13
27.	APPROPRIATION OF FUNDS	13
28.	NO ASSIGNMENT	13
29.	AMENDMENT	14
30.	NOTICES	14
31.	WAIVER	14
32.	SEVERABILITY	
33.	RIGHTS AT LAW RETAINED	
34.	APPLICABLE LAW; VENUE	
35.	ENTIRE AGREEMENT	15
36.	EXHIBITS	15
	SIGNATORY PAGE	16

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 002018

THIS AGREEMENT ("Agreement") is entered into as of June 08, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and Shutts & Bowen LLP ("COUNSEL").

#### WITNESSETH:

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on March 27, 2023, CFX issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on May 16, 2023, and the recommendation of the Right-of-Way Committee at its meeting held on May 17, 2023, the Board of Directors of CFX at its meeting held on June 08, 2023, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

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

#### 1. SERVICES

CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A."** 

#### 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE

Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates the CFX's General Counsel or Associate General Counsel as the CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define

CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

### 3. RESPONSIBILITIES OF COUNSEL

COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

COUNSEL designates <u>David A. Shontz</u>, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

### 4. PAYMENT FOR SERVICES AND BILLING

In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on the hourly rate fee schedule included in the Price Proposal attached hereto as **Exhibit "B."** CFX will not provide a retainer and there will be no increase in the rates during the three-year term of the agreement. The Contract Amount for the Initial Contract Term shall not exceed \$3,000,000.00.

Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of the firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

### <u>List of Subconsultants</u>

Anderson & Associates, P.A.

Express approval by CFX's Board is required before the retention of subconsultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for subconsultant or expert contracts less than \$25,000.

### 5. GENERAL TERMS AND PAYMENT

COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX. CFX will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

### 6. TERM

This Agreement shall become effective June 08, 2023, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two one-year renewals at CFX's option (collectively, the "Term"). The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Initial Term. Notwithstanding anything contained herein to the contrary, in the event COUNSEL has been retained to provide right-of-way counsel services on any matters or cases on behalf of CFX prior to the expiration of the Term, CFX may elect, in its sole and absolute discretion, by providing COUNSEL with written notice, to have COUNSEL continue to perform right-of-way counsel services on behalf of CFX subsequent to the expiration of the Term in order to conclude or wrap up any pending matters or cases assigned to COUNSEL prior to the expiration of the Term.

### 7. CONFLICT OF INTEREST AND STANDARDS OF CONTACT

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

COUNSEL acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. COUNSEL acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, COUNSEL 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, COUNSEL agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."** 

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

COUNSEL covenants and agrees that it and its employees, officers, agents, and CO-COUNSELs 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.

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

### 8. LOSS OF ESSENTIAL LICENSE

The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

### 9. INSOLVENCY

If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

### 10. TERMINATION

CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- 10.1 immediately discontinue all services affected (unless the notice directs otherwise); and
- 10.2 deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

### 11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

### 12. OWNERSHIP OF DOCUMENTS

All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

### 13. AUDIT AND EXAMINATION OF RECORDS

### 13.1 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 COUNSEL's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether

in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by COUNSEL in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

COUNSEL shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance 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.

### 14. PUBLIC RECORDS

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

# CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that COUNSEL 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, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

- 14.1. Keep and maintain public records required by the public agency to perform the service.
- 14.2. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.3. 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 COUNSEL does not transfer the records to the public agency.
- 14.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of COUNSEL or keep and maintain public records required by the public agency to perform the service. If COUNSEL transfers all public records to the public agency upon completion of the contract, COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNSEL keeps and maintains public records upon completion of the contract, COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

### 15. PRESS RELEASES

COUNSEL 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.

### 16. INDEPENDENT CONTRACTOR

COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

### 17. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

### 18. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.

COUNSEL 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 COUNSEL, supplier, CO-COUNSEL, 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."

COUNSEL 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 COUNSEL, supplier, CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity."

### 19. NOTIFICATION OF CONVICTION OF CRIMES

COUNSEL shall notify CFX if any of COUNSEL's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

### 20. INSPECTOR GENERAL

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

### **21. E-VERIFY**

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

### 22. INDEMNIFICATION

COUNSEL shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by COUNSEL, its agents, employees, subconsultants, or co-counsels during the performance of the Agreement, except that neither COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels 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 or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by COUNSEL in the performance of services required by COUNSEL under this Agreement, CFX will immediately forward the notice of claim to COUNSEL. COUNSEL and CFX 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 CFX alleging negligence or wrongdoing by COUNSEL, CFX and COUNSEL will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of COUNSEL in the defense of the lawsuit or to request that COUNSEL defend CFX in such lawsuit as described in this section. CFX's failure to notify COUNSEL of a notice of claim will not release COUNSEL from any of the requirements of this section upon subsequent notification by CFX to COUNSEL of the notice of claim or filing of a lawsuit. CFX and COUNSEL will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

COUNSEL 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. COUNSEL shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the 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. COUNSEL shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

### 23. INSURANCE.

COUNSEL, 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.

COUNSEL shall require and ensure that each of its subconsultants and co-counsels 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, COUNSEL shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

COUNSEL shall require all insurance policies in any way related to the work and secured and maintained by COUNSEL to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. COUNSEL shall require of subconsultants and co-counsels, 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, COUNSEL 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 COUNSEL enter into such an agreement on a pre-loss basis. At COUNSEL's expense, all limits must be maintained.

23.1 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. 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. COUNSEL 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.

23.2 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 COUNSEL does not own automobiles COUNSEL 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.

- 23.3 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 COUNSEL, its employees, agents, co-counsels, and subconsultants.
- 23.4 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 COUNSEL.

COUNSEL 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 COUNSEL 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 COUNSEL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by COUNSEL 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 COUNSEL'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 COUNSEL'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.

### 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 COUNSEL 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, COUNSEL 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 COUNSEL for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of COUNSEL's employees with respect to any successor of COUNSEL; 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 COUNSEL shall submit to CFX, upon request, a report containing the last known contact information for each CO-COUNSEL or employee of COUNSEL who performed work under the Contract; and
- 26.2 COUNSEL 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. 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 COUNSEL to that effect.

### 28. NO ASSIGNMENT

The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX.

### 29. AMENDMENT

No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

#### 30. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

### For CFX:

Mr. Diego "Woody" Rodriguez, General Counsel Ms. Laura Newlin Kelly, Associate General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

### For COUNSEL:

Shutts & Bowen LLP Attn: David A. Shontz 300 South Orange Avenue, Suite 1600 Orlando, FL 32801

### 31. WAIVER

The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

### 32. SEVERABILITY

Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

### 33. RIGHTS AT LAW RETAINED

The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

### 34. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

### 35. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

### **36. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Price Proposal

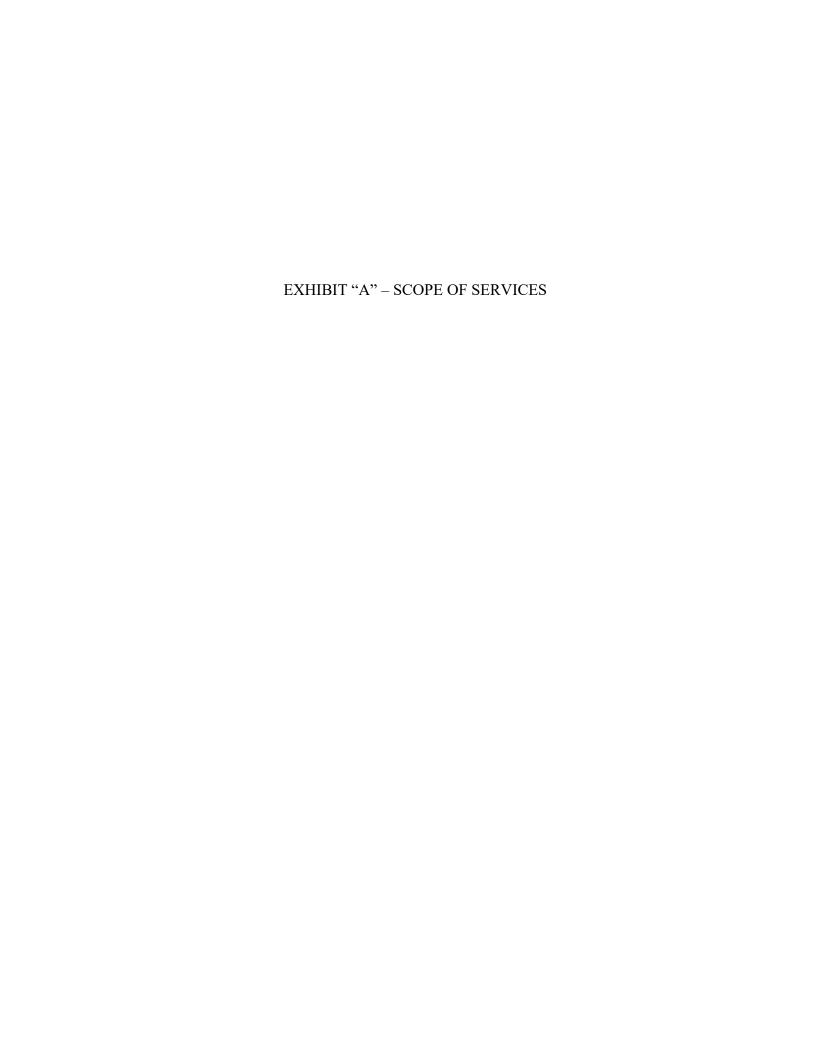
Exhibit "C" Potential Conflict Disclosure Form

### **SIGNATORY PAGE**

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 08, 2023.

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	
Director of Procurement	
Print Name: Aneth Williams	
SHUTTS & BOWEN LLP	
By:	
Print Name:	
Title	
ATTEST:	(Seal)
Approved as to form and execution, only.	
General Counsel for CFX	
Diego "Woody" Rodriguez	
Print Name	



### **EXHIBIT "A"**

### SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

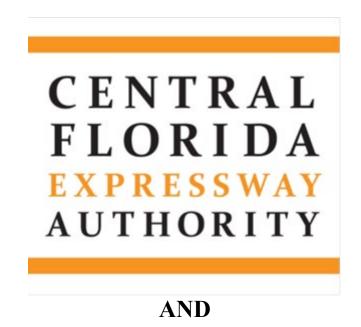
This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

- 1. Working with and under the supervision of CFX's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.
- 2. Coordinating with CFX's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way acquisitions and dispositions, easements and other property interests required for future CFX projects.
- 3. Coordinating with CFX's right of way acquisition agent(s), to negotiate voluntary contract purchases, sales and settlements of right of way acquisitions and dispositions.
- 4. Handling all aspects of real estate due diligence, including, without limitation, conducting title searches and reviews, survey reviews, appraisal reviews and environmental assessment reviews, issuing title policies, and preparing closing documents. Counsel shall provide real estate closing and escrow services for purchases and sales of property.
- 5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX.
- 6. Coordinating surplus property contract negotiations and closings with CFX's real estate broker(s) and land agent(s).
- 7. Reporting regularly to CFX's Right-of-Way Committee and on an as-needed basis to the CFX Board.
- 8. Providing input on project budgets and cash flow as requested by CFX.
- 9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
- 10. Managing, coordinating, and contracting with, if necessary, any contracted experts and consultants that may be necessary to complete real estate acquisitions.
- 11. Conducting legal research as requested by CFX.

12. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

### **CONTRACT**



### MATEER & HARBERT, P.A.

RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 002019

CONTRACT DATE: JUNE 08, 2023 CONTRACT AMOUNT: \$3,000,000.00

CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

### CONTRACT, SCOPE OF SERVICES, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

### **RIGHT-OF-WAY COUNSEL SERVICES**

**CONTRACT NO. 002019** 

**JUNE 2023** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### TABLE OF CONTENTS

<u>Title</u> <u>Page</u> CONTRACT 1 to 16 Scope of Services Price Proposal Potential Conflict Disclosure Form Exhibit "A" Exhibit "B"

Exhibit "C"

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT

### RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 002019

1.	SERVICES	
2.	NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE	1
3.	RESPONSIBILITIES OF COUNSEL	
4.	PAYMENT FOR SERVICES AND BILLING	2
5.	GENERAL TERMS AND PAYMENT	3
6.	TERM	3
7.	CONFLICT OF INTEREST AND STANDARDS OF CONTACT	4
8.	LOSS OF ESSENTIAL LICENSE	4
9.	INSOLVENCY	5
10.	TERMINATION	5
11.	ALTERNATIVE DISPUTE RESOLUTION	5
12.	OWNERSHIP OF DOCUMENTS	5
13.	AUDIT AND EXAMINATION OF RECORDS	5
14.	PUBLIC RECORDS	6
15.	PRESS RELEASES	8
16.	INDEPENDENT CONTRACTOR	
17.	COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT	8
18.	PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT	
19.	NOTIFICATION OF CONVICTION OF CRIMES	9
20.	INSPECTOR GENERAL	9
21.	E-VERIFY	9
22.	INDEMNIFICATION	9
23.	INSURANCE	0
24.	INTERPRETATION	
25.	SURVIVAL OF EXPIRATION OR TERMINATION	3
26.	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT 1	3
27.	APPROPRIATION OF FUNDS	
28.	NO ASSIGNMENT1	3
29.	AMENDMENT	4
30.	NOTICES1	4
31.	WAIVER	4
32.	SEVERABILITY1	4
33.	RIGHTS AT LAW RETAINED	4
34.	APPLICABLE LAW; VENUE	5
35.	ENTIRE AGREEMENT	5
36.	EXHIBITS	5
	SIGNATORY PAGE	6

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT RIGHT-OF-WAY COUNSEL SERVICES CONTRACT NO. 002019

THIS AGREEMENT ("Agreement") is entered into as of June 08, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and Mateer & Harbert, P.A. ("COUNSEL").

### **WITNESSETH:**

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on March 27, 2023, CFX issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on May 16, 2023, and the recommendation of the Right-of-Way Committee at its meeting held on May 17, 2023, the Board of Directors of CFX at its meeting held on June 08, 2023, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

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

### 1. SERVICES

CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A."** 

### 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE

Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates the CFX's General Counsel or Associate General Counsel as the CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define

CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

### 3. RESPONSIBILITIES OF COUNSEL

COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

COUNSEL designates <u>Jay W. Small</u>, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

### 4. PAYMENT FOR SERVICES AND BILLING

In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on the hourly rate fee schedule included in the Price Proposal attached hereto as **Exhibit "B."** CFX will not provide a retainer and there will be no increase in the rates during the three-year term of the agreement. The Contract Amount for the Initial Contract Term shall not exceed \$3,000,000.00.

Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of the firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

### List of Subconsultants

None

Express approval by CFX's Board is required before the retention of subconsultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for subconsultant or expert contracts less than \$25,000.

### 5. GENERAL TERMS AND PAYMENT

COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX. CFX will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

### 6. TERM

This Agreement shall become effective June 08, 2023, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two one-year renewals at CFX's option (collectively, the "Term"). The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Initial Term. Notwithstanding anything contained herein to the contrary, in the event COUNSEL has been retained to provide right-of-way counsel services on any matters or cases on behalf of CFX prior to the expiration of the Term, CFX may elect, in its sole and absolute discretion, by providing COUNSEL with written notice, to have COUNSEL continue to perform right-of-way counsel services on behalf of CFX subsequent to the expiration of the Term in order to conclude or wrap up any pending matters or cases assigned to COUNSEL prior to the expiration of the Term.

### 7. CONFLICT OF INTEREST AND STANDARDS OF CONTACT

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

COUNSEL acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. COUNSEL acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, COUNSEL 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, COUNSEL agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."** 

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

COUNSEL covenants and agrees that it and its employees, officers, agents, and CO-COUNSELs 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.

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

### 8. LOSS OF ESSENTIAL LICENSE

The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

### 9. INSOLVENCY

If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

### 10. TERMINATION

CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- 10.1 immediately discontinue all services affected (unless the notice directs otherwise); and
- 10.2 deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

### 11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

### 12. OWNERSHIP OF DOCUMENTS

All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

### 13. AUDIT AND EXAMINATION OF RECORDS

### 13.1 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 COUNSEL's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether

in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by COUNSEL in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

COUNSEL shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance 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.

### 14. PUBLIC RECORDS

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

# CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that COUNSEL 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, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

- 14.1. Keep and maintain public records required by the public agency to perform the service.
- 14.2. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.3. 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 COUNSEL does not transfer the records to the public agency.
- 14.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of COUNSEL or keep and maintain public records required by the public agency to perform the service. If COUNSEL transfers all public records to the public agency upon completion of the contract, COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNSEL keeps and maintains public records upon completion of the contract, COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

### 15. PRESS RELEASES

COUNSEL 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.

### 16. INDEPENDENT CONTRACTOR

COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

### 17. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

### 18. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.

COUNSEL 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 COUNSEL, supplier, CO-COUNSEL, 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."

COUNSEL 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 COUNSEL, supplier, CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity."

### 19. NOTIFICATION OF CONVICTION OF CRIMES

COUNSEL shall notify CFX if any of COUNSEL's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

### 20. INSPECTOR GENERAL

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

### 21. E-VERIFY

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

### 22. INDEMNIFICATION

COUNSEL shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by COUNSEL, its agents, employees, subconsultants, or co-counsels during the performance of the Agreement, except that neither COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels 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 or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by COUNSEL in the performance of services required by COUNSEL under this Agreement, CFX will immediately forward the notice of claim to COUNSEL. COUNSEL and CFX 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 CFX alleging negligence or wrongdoing by COUNSEL, CFX and COUNSEL will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of COUNSEL in the defense of the lawsuit or to request that COUNSEL defend CFX in such lawsuit as described in this section. CFX's failure to notify COUNSEL of a notice of claim will not release COUNSEL from any of the requirements of this section upon subsequent notification by CFX to COUNSEL of the notice of claim or filing of a lawsuit. CFX and COUNSEL will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

COUNSEL 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. COUNSEL shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the 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. COUNSEL shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

### 23. INSURANCE.

COUNSEL, 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.

COUNSEL shall require and ensure that each of its subconsultants and co-counsels 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, COUNSEL shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

COUNSEL shall require all insurance policies in any way related to the work and secured and maintained by COUNSEL to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. COUNSEL shall require of subconsultants and co-counsels, 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, COUNSEL 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 COUNSEL enter into such an agreement on a pre-loss basis. At COUNSEL's expense, all limits must be maintained.

23.1 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. 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. COUNSEL 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.

23.2 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 COUNSEL does not own automobiles COUNSEL 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.

- 23.3 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 COUNSEL, its employees, agents, co-counsels, and subconsultants.
- 23.4 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 COUNSEL.

COUNSEL 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 COUNSEL 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 COUNSEL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by COUNSEL 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 COUNSEL'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 COUNSEL'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.

### 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 COUNSEL 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, COUNSEL 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 COUNSEL for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of COUNSEL's employees with respect to any successor of COUNSEL; 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 COUNSEL shall submit to CFX, upon request, a report containing the last known contact information for each CO-COUNSEL or employee of COUNSEL who performed work under the Contract; and
- 26.2 COUNSEL 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. 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 COUNSEL to that effect.

### 28. NO ASSIGNMENT

The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX.

### 29. AMENDMENT

No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

#### 30. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

### For CFX:

Mr. Diego "Woody" Rodriguez, General Counsel Ms. Laura Newlin Kelly, Associate General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

### For COUNSEL:

Mateer & Harbert, P.A. Attn: Jay W. Small 225 E. Robinson St., Suite 600 Orlando, FL 32801

### 31. WAIVER

The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

### 32. SEVERABILITY

Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

### 33. RIGHTS AT LAW RETAINED

The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

#### 34. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

#### 35. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

#### **36. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Price Proposal

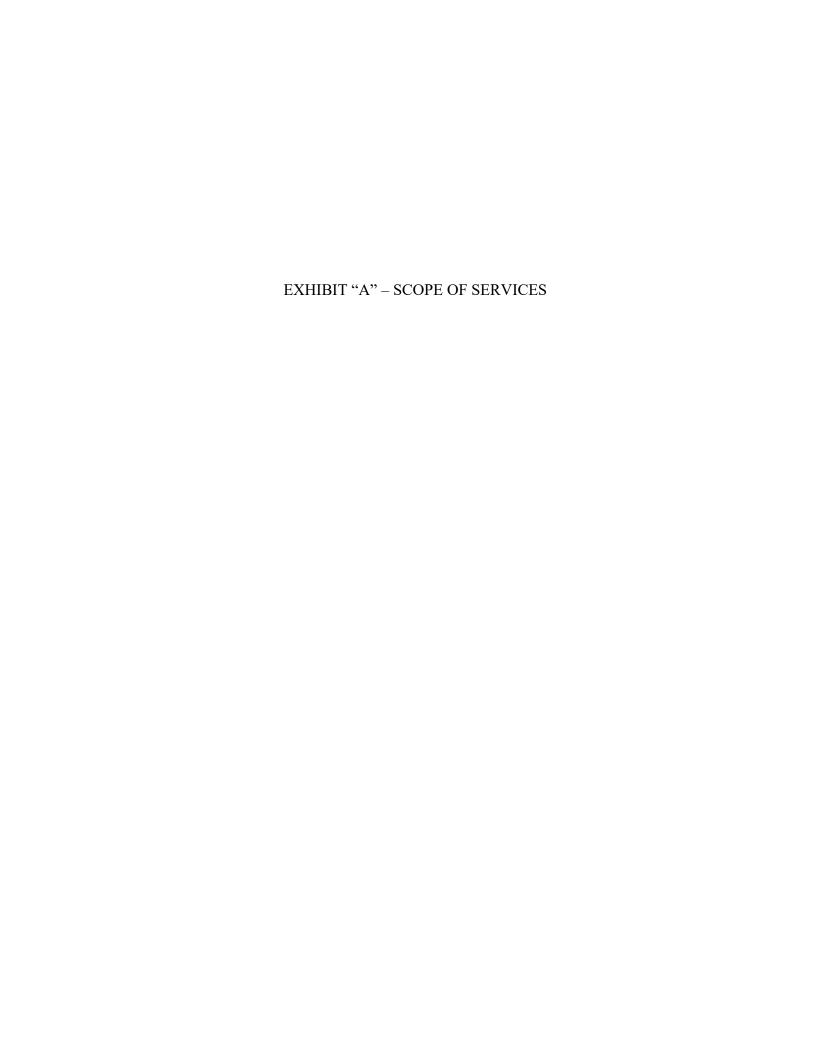
Exhibit "C" Potential Conflict Disclosure Form

## **SIGNATORY PAGE**

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 08, 2023.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	
Director of Procurement	
Print Name: Aneth Williams	
MATEER & HARBERT, P.A.	
By:	
Print Name:	
Title	
ATTEST:	(Seal)
Approved as to form and execution, only.	
General Counsel for CFX	
Diego "Woody" Rodriguez	
Print Name	



#### **EXHIBIT "A"**

## SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

- 1. Working with and under the supervision of CFX's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.
- 2. Coordinating with CFX's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way acquisitions and dispositions, easements and other property interests required for future CFX projects.
- 3. Coordinating with CFX's right of way acquisition agent(s), to negotiate voluntary contract purchases, sales and settlements of right of way acquisitions and dispositions.
- 4. Handling all aspects of real estate due diligence, including, without limitation, conducting title searches and reviews, survey reviews, appraisal reviews and environmental assessment reviews, issuing title policies, and preparing closing documents. Counsel shall provide real estate closing and escrow services for purchases and sales of property.
- 5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX.
- 6. Coordinating surplus property contract negotiations and closings with CFX's real estate broker(s) and land agent(s).
- 7. Reporting regularly to CFX's Right-of-Way Committee and on an as-needed basis to the CFX Board.
- 8. Providing input on project budgets and cash flow as requested by CFX.
- 9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
- 10. Managing, coordinating, and contracting with, if necessary, any contracted experts and consultants that may be necessary to complete real estate acquisitions.
- 11. Conducting legal research as requested by CFX.

12. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

# CONSENT AGENDA ITEM #11

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Diego "Woody" Rodriguez, General Counsel WR

DATE: May 31, 2023

SUBJECT: License Agreement between the Central Florida Expressway Authority, Central

Florida Property Holdings 600 LLC, Central Florida Property Holdings 500 LLC

and Orlando Utilities Commission Parcel Numbers: 534-843 and 534-844

Board approval is requested of the attached License Agreement Between the Central Florida Expressway Authority, Central Florida Property Holdings 600 LLC, Central Florida Property Holdings 500 LLC and Orlando Utilities Commission ("License Agreement").

On May 17, 2023, the Right of Way Committee recommended Board approval of the License Agreement which facilitates and enables the Orlando Utilities Commission to install, construct, and otherwise complete certain utility improvements within CFX's right-of-way and maintain those improvements.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel LNK

DATE: May 9, 2023

SUBJECT: License Agreement between the Central Florida Expressway Authority, Central

Florida Property Holdings 600 LLC, Central Florida Property Holdings 500 LLC

and Orlando Utilities Commission

Project: State Road 534

Parcel Numbers: 534-843 and 534-844

#### **BACKGROUND**

On March 30, 2022, the Central Florida Expressway Authority ("CFX") acquired in escrow from Central Florida Property Holdings 500 LLC and Central Florida Property Holdings 600 LLC (collectively, "CFPH") certain real property rights over Parcel 534-341 ("CFX Parcel") for the construction of State Road 534. Title to the CFX Parcel is currently being held in escrow pending satisfaction of certain requirements under the Escrow Agreement dated March 30, 2022, between CFX, Nelson Mullins Riley & Scarborough LLP, CFPH and Springhead North, LLC ("Escrow Agreement").

Orlando Utilities Commission has requested from CFX and CFPH a non-exclusive temporary, construction license and access license ("License") over portions of the CFX Parcel more particularly depicted in the map attached hereto as **Attachment "A"** ("License Area"). The grant of the License would (1) facilitate and enable OUC to install, construct, and otherwise complete certain utility improvements on the real property adjacent to the License Area; and (b) provide ingress and egress for inspection and emergency maintenance and repair of the OUC utility improvements in accordance with the terms and conditions of the proposed License Agreement attached hereto as **Attachment "B"** ("Agreement"). Pursuant to the terms of the Agreement, the initial license for the construction would expire no later than December 31, 2025, and the access license would continue until such time as OUC provides thirty (30) days prior written notice of such termination to CFX, or CFX provides three hundred sixty-five (365) days prior written notice of such termination to OUC. OUC agrees to maintain the License Area at its sole cost and expense. To the extent the License Area is still owned by CFPH, CFPH consents and agrees to the provisions of the Agreement until such time as the CFX Parcel is released from escrow.

CFX staff and CFX's General Engineering Consultant ("GEC") have examined the proposed License Area and determined that the grant of the license would not (1) impede or restrict

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



the operation of the Expressway System, (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System, (3) otherwise impair traffic operations or public safety, or (4) be prohibited by or conflict with any other laws, regulations, requirements, covenants or agreements binding upon CFX. A copy of the certification is attached hereto as **Attachment "C"**.

#### **REQUEST**

A recommendation by the Right of Way Committee for CFX Board's approval of the Agreement between CFX, CFPH and OUC in a form substantially similar to the attached Agreement, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

### **ATTACHMENTS**

- A. Map of License Areas
- B. License Agreement
- C. Certificate from CFX's General Engineering Consultant

**MEMO ATTACHMENT "A"** Parcel 534-341 Part A (CFX) Parcel 538-841 Air Rights Easement (CFX) Parcel 534-861 INSET A Easement (TDC) Parcel 534-341 Part B (CFX) TÖLL INSET A 534 Parcel 534-843 (OUC) Parcel 534-843 (OUC) Cyrils Dr LEGEND Parcel 534-341 Part C (CFX) OUC PROPOSED LICENSE AGREEMENT EXISTING PERPETUAL EASEMENT Parcel 534-844 PROPOSED TEMPORARY CONSTRUCTION EASEMENT (OUC) EXISTING LA ROW THE IMAGES AND DATA ON THIS AERIAL ARE PROVIDED BY DEWBERRY FOR INFORMATION PURPOSES ONLY, AND REPRESENT ONLY APPROXIMATE LOCATIONS AND DISTANCES SINCE FINAL DETAILED SURVEY AND RELATED FIELD WORK HAS NOT YET BEEN COMPLETED. DEWBERRY MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF THE IMAGES OR INFORMATION REFLECTED IN THIS AERIAL PHOTOGRAPH. THE PROPERTY LINES SHOWN ON THIS PHOTOGRAPH ARE BASED ON TAX PARCEL DATA OBTAINED FROM THE RELEVANT COUNTIES AND DO NOT CONSTITUTE LEGAL DESCRIPTION OF ANY OF THE APPLICABLE LAND PARCELS. SR 534 OSCEOLA PARKWAY EXTENSION CENTRAL FLORIDA PROPOSED OUC UTILITY LICENSE AGREEMENTS ROAD NO. AUTHORITY SR 534 534-246

# MEMO ATTACHMENT "B"

#### Prepared By:

Laura L. Kelly, Esquire Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Reserved for Recording

Project SR 534

#### LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (hereinafter defined) by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 ("CFX"), CENTRAL FLORIDA PROPERTY HOLDINGS 600 LLC and CENTRAL FLORIDA PROPERTY HOLDINGS 500 LLC ("Developer"), and ORLANDO UTILITIES COMMISSION, a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801 ("OUC"). CFX, Developer, and OUC are referred to herein sometimes as a "Party" or the "Parties".

#### **RECITALS**

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, Osceola County, CFX, and the Osceola County Expressway Authority ("OCX") previously entered into an Interlocal Agreement dated as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including extension of the Osceola Parkway from west of Boggy Creek Road to the proposed Northeast Connector Expressway, together with a proposed additional extension of Osceola Parkway commencing at the original terminus of the Osceola Parkway extension proposed in the OCX 2040 Master Plan and extending east approximately two miles to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and

environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017 (which entire extension project from west of Boggy Creek Road to the point of intersection with the new north-south arterial is known as FM #439193-1-38-01 and FM #439193-1-48-01), as re-evaluated by CFX and approved by the governing board of CFX on December 12, 2019 (the "Osceola Parkway Extension", the "Project", or the "Extension"); and

**WHEREAS**, on or about December 12, 2019, CFX approved the alignment more particularly depicted in **Exhibit "A"** attached hereto and incorporated herein by reference as CFX's preferred alignment for the Osceola Parkway Extension ("Alignment"); and

**WHEREAS**, CFX is acquiring from Developer right-of-way for a portion of the Alignment located east of Narcoosee Road ("CFX ROW"); and

**WHEREAS,** OUC is designing, permitting, constructing, operating, and maintaining certain utility improvements on real property located adjacent to the CFX ROW ("OUC Utility Improvements") as more particularly depicted in **Exhibit "B"** attached hereto and incorporated herein by reference; and

**WHEREAS**, OUC has requested, and CFX is willing to grant to OUC, a license for temporary, initial construction of the OUC Utility Improvements and emergency access over, upon, across and through a portion of the CFX ROW to permit OUC to access the OUC Utility Improvements in the event of an emergency and in accordance with the terms and conditions more specifically set forth herein; and

**WHEREAS**, the License Area (hereinafter defined) being acquired herein is part of the CFX ROW being acquired by CFX from Developer; and

WHEREAS, this Agreement is being executed prior to the formal closing and acquisition of the CFX ROW by CFX from Developer and Developer is willing to grant to OUC the same Access License (hereinafter defined) and Temporary Construction License (hereinafter defined) for the License Area under the terms set out herein during the period between this Agreement's Effective Date and the formal closing and acquisition of the CFX ROW by CFX; and

**NOW THEREFORE**, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Grant of License</u>. CFX hereby grants unto OUC a non-exclusive temporary, initial construction license ("Temporary Construction License") and access license ("Access License") over, under, across and through that portion of the CFX ROW more particularly described in <u>Exhibit "C"</u> attached hereto and incorporated herein by reference ("License Area"), for the purpose of (a) facilitating and enabling OUC to install, construct, and otherwise complete the OUC Utility Improvements in the real property adjacent to the License Area; and (b) providing ingress

and egress for inspection and emergency maintenance and repair of the OUC Utility Improvements. The Access License and Temporary Construction License may be collectively referred to herein as the "License". OUC accepts the conditions of the areas for the License Area in "as-is" conditions, and CFX does not warranty that said License Area is fit for the intended purpose(s). OUC shall inspect and take appropriate precautions when accessing the License Area. Notwithstanding anything contained herein to the contrary, OUC, or its contractors, shall not have the right to construct or install the OUC Utility Improvements or any other improvements on, or otherwise damage or disturb any existing or future improvements of CFX in the License Area. During the use of said License Area, OUC shall be responsible, at its sole cost and expense, for maintaining the License Area in the condition said access route was prior to OUC using said route or in better conditions, at OUC's sole cost and expense. All access and work related with the License Area shall be coordinated with CFX and performed in a manner that the then existing and future right-of-way, utility or communications improvements shall not be damaged. Notwithstanding anything contained herein, all rights not granted to OUC are hereby expressly reserved to CFX. For the sake of clarity, CFX shall have continuous access to, and the uninterrupted use of, the area and any improvements within and in the vicinity of the License Area. CFX reserves the right, from time to time, to reasonably re-route the area for the License Area so as to allow CFX's use of its property. To the extent feasible, OUC's access to the OUC Utility Improvements shall be gained by exercising OUC's license rights over the real property located adjacent to the CFX ROW. OUC acknowledges and agrees that CFX may now or in the future have improvements in the areas and near the License Area and CFX shall not be required to relocate any of its existing improvements or future improvements to accommodate the OUC Utility Improvements. All access through the License Area shall be coordinated with OUC prior to entering upon said area by CFX providing OUC, at least, forty-eight (48) hours prior written notice, except in the event of an emergency.

- 3. <u>Termination of License</u>. The rights granted under OUC's Temporary Construction License shall expire upon completion of the construction of the initial OUC Utility Improvements by OUC, or December 31, 2025, whichever is earlier. The rights granted under the Access License shall automatically terminate upon the earlier of: (i) within thirty (30) days of OUC providing written notice to CFX no longer needs to the Access License; (ii) upon thirty (30) days written notice from CFX to OUC that an Event of Default has occurred and not otherwise been cured in accordance with Section 12 hereof; (iii) upon three hundred sixty-five (365) days prior written notice from CFX to OUC.
- 4. Requirements for Work in CFX ROW. OUC, or its contractors, agents, or employees, shall take any and all actions reasonably necessary to ensure that all access, work, and activities conducted in the CFX ROW by OUC, its employees, contractors, subcontractors, or agents shall be performed in such a manner that the then existing or future improvements shall not be damaged or the use thereof shall not be limited, unless otherwise specifically agreed to by CFX in writing. OUC, its employees, contractors, subcontractors, or agents shall access and otherwise utilize the License Area and perform all work related thereto compliance with all of the applicable present and future local, municipal, county, state federal, environmental, and other applicable laws, statutes, governmental constitution, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all applicable decision judgments, writs, injunctions, orders, decrees or demands of court or administrative bodies and other authorities constituting any of the foregoing (collectively, "Laws"). OUC shall also obtain,

maintain and comply with all applicable permits in connection with its activities on the CFX ROW. OUC shall not, by any act or omission, render CFX liable for any violation thereof. OUC shall coordinate, for itself, its employees, contractors, subcontractors, or agents, with CFX in advance of any access or work pursuant to this Agreement in order to avoid or minimize any potential disruptions. OUC understands and acknowledges that any such improvements installed under the Central Florida Expressway System are subject to the applicable Laws governing the design, installation, and construction of improvements within, under, and over the Central Florida Expressway System, and any such improvements cannot impede or impair the safe operation and maintenance of the Central Florida Expressway System.

- 5. <u>Coordination Requirement</u>. OUC hereby acknowledges and agrees that CFX intends to design and construct a limited access expressway system on, over, across and through the CFX ROW. In no event shall OUC take any action, or commit any omission or failure to act, that would otherwise interfere, impede, or disrupt CFX's right to design, permit, construct, operate and maintain the Project. OUC acknowledges and agrees that any and all rights granted to OUC hereunder are secondary and subordinate to CFX's right to design, permit, construct, operate and maintain the Project.
- Relocation of License and Utility Improvements. CFX reserves the right, from time to time, to reasonably relocate or reconfigure the License Area as may be necessitated by CFX for the development of the CFX ROW. CFX may exercise the right to relocate the License Area, at no cost or expense to CFX, by providing one hundred eight (180) days prior written notice to OUC. OUC shall be responsible, at its sole cost and expense, for relocating any and all OUC Utility Improvements or any impact on the OUC Utility Improvements resulting from the relocation of the License Area. In the event CFX elects to exercise its right to relocate the License Area pursuant to this Section 6, CFX shall deliver to OUC an amendment to this Agreement evidencing the location of the relocated or reconfigured License Area.
- 7. Reserved Rights of CFX. Notwithstanding anything contained herein, all rights not granted to OUC herein are reserved to CFX. Notwithstanding anything herein to the contrary, CFX hereby expressly reserves the right to construct, install, maintain, repair, replace, add to, expand and modify roadway improvements, electric transmission and distribution lines, telecommunications and fiber lines, water and sewer lines and any other improvements and appurtenant improvements thereto or in addition thereof that CFX deems appropriate, at its reasonable discretion, all consistent with this Agreement.
- 8. Maintenance. OUC, at its sole cost and expense, shall maintain and replace, to the extent necessary, the areas within the License Area in (i) a good state of repair and condition; and (ii) accordance with all applicable governmental regulations and Laws. In the event that OUC, its respective employees, agents, contractors or subcontractors cause damage to the License Area or any other area within the CFX ROW or any improvements located on said property, in the exercise of the rights and obligation set forth herein, OUC, as its sole cost and expense, agrees to commence and then diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical the original condition and grade including without limitation, repair and replacement within a reasonable period of time after receiving written notice of the occurrence of an such damage, and OUC shall allow no lien to attach to the License Area or CFX ROW, arising out of work performed by, for, or on behalf of OUC. In the event that OUC fails to commence and

then diligently pursue any such restoration, repair, or replacement as required hereunder, CFX shall have the right, but not the obligation, to cause any such restoration, repair, or replacement and to thereafter obtain a reimbursement from OUC, or its successors or assigns within a forty-five (45) day period after receipt by OUC of detailed invoices and bills for the reasonable out-of-pocket costs incurred thereby, together with interest at the maximum allowable rate pursuant to and in accordance with applicable law.

- 9. <u>Compliance with all Legal Rules</u>. The Parties shall, at its sole expense, comply with all applicable Laws.
- 10. <u>Notices</u>. Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel

OUC: ORLANDO UTILITIES COMMISSION

Clint Bullock

General Manager and CEO Orlando Utilities Commission 100 West Anderson Street Orlando, Florida 32801

Copy to: ORLANDO UTILITIES COMMISSION

W. Christopher Browder Chief Legal Officer

Orlando Utilities Commission 100 West Anderson Street Orlando, Florida 32801 Developer: CENTRAL FLORIDA PROPERTY HOLDINGS, 600, LLC and

CENTRAL FLORIDA PROPERTY HOLDINGS, 500, LLC

David Cannon, Manager 51 S. Main Street, Suite 301 Salt Lake City, UT 84111

Copy to: Kirton McConkie

Attn: Eric Robinson

50 E. South Temple, Suite 400 Salt Lake City, UT 84111

Copy to: Holland & Knight LLP

Attn: Sara W. Bernard, Esq.

200 South Orange Avenue, Suite 2600

Orlando, Florida 32801

Other notices may be delivered by email to the CFX Director of Construction or his designee and OUC's designated representative or designee.

- Defaults and Remedies. Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such default ("Event of Default"), provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty (120) days ("Cure Period"). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.
- 12. General Provisions/Reverter. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon either Party unless such amendment is in writing and executed by the Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in

multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The Parties do hereby agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party. This Agreement shall be interpreted under the laws of the State of Florida. The Parties acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to "days" shall refer to calendar days. Should the use of any of the licenses be abandoned, then all rights hereby grated to OUC shall thereupon cease, terminate and revert back to CFX, and OUC will, at its sole cost and in a manner satisfactory of CFX, remove and restore the CFX ROW to the condition previously found provided CFX may, at its option, restore its property and OUC will, in such an event, upon invoice rendered, pay to CFX the entire cost incurred by such removal and restoration. For purposes of the section, the license will be deemed abandoned if OUC fails to begin utilizing the license for any permitted purpose under this Agreement within ten (10) years after the Effective Date.

- 13. **Recording.** OUC shall cause this Agreement to be recorded in the Public Records of Osceola County, Florida.
- 14. <u>Waiver of Jury Trial</u>. THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.
- 15. <u>Severability</u>. If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.
- subcontractors that enter the CFX ROW pursuant to this Agreement to indemnify and defend CFX, its successors and assigns (the "Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, and interest including reasonable attorneys' fees ("Damages"), arising out of the activities of said contractor or subcontractor. CFX and OUC are each an agency of the State of Florida subject to the liability limits set forth in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's or OUC's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Notwithstanding anything herein to the contrary, OUC shall maintain its statutory self-insurance program, and shall require its contractors, subcontractors and agents to maintain, at no costs to CFX for the benefit of CFX, (a) general commercial liability insurance against claims for bodily injury, death, or property damage occurring in or about the CFX ROW throughout the ongoing construction, for at least One Million and No/100 Dollars (\$1,000,000.00)

per occurrence and an aggregate limit of Two Million and No/100 Dollars (\$2,000,000.00); (b) business auto liability 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 OUC or its contractors, subcontractors or agents do not own automobiles, OUC, contractors, subcontractors and agents 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; and (c) 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 OUC, its employees, contractors, agents and sub-contractors. The insurance liability insurance must be reviewed by CFX's Risk management prior to the commencement of any such entry into the License Area and must remain in effect for the duration of the same.

- 17. **Effective Date**. The effective date of this Agreement shall be the date upon which the last of the Parties executes this Agreement ("Effective Date").
- 18. **Joinder of Developer.** Developer agrees to grant OUC the Temporary Construction License and Access License, and OUC and Developer agree to abide by the terms set out herein from the Agreement's Effective Date through the formal closing and acquisition of the CFX ROW by CFX from Developer. Should CFX ultimately not acquire the CFX ROW associated with the License Area, Developer and OUC agree to execute a new license agreement between Developer and OUC in substantial conformance with the terms set out herein. Upon closing and acquisition of the CFX ROW by CFX from Developer, Developer shall be relieved of any further obligations under this Agreement.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

Signed, sealed, and delivered in the presence of:	"CFX"
Print Name:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Fillit Name.	
	By: Michelle Maikisch, Executive Director
Print Name:	Michelle Maikisch, Executive Director
	Date:
ATTEST:	
ATTEST:  Regla ("Mimi") Lamaute  Recording Clerk	
	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2023 for its exclusive use and reliance.
	By: Diego "Woody" Rodriguez General Counsel
STATE OF FLORIDA ) COUNTY OF )	
or [ ] online notarization on this or as Executive Director of the Central	owledged before me by means of [] physical presence day of, 2023, by Michelle Maikisch, Florida Expressway Authority, on behalf of the lly known to me OR produced ion.
	NOTARY PUBLIC
	Signature of Notary Public - State of Florida Print Name:
	Commission No.:
	My Commission Expires:

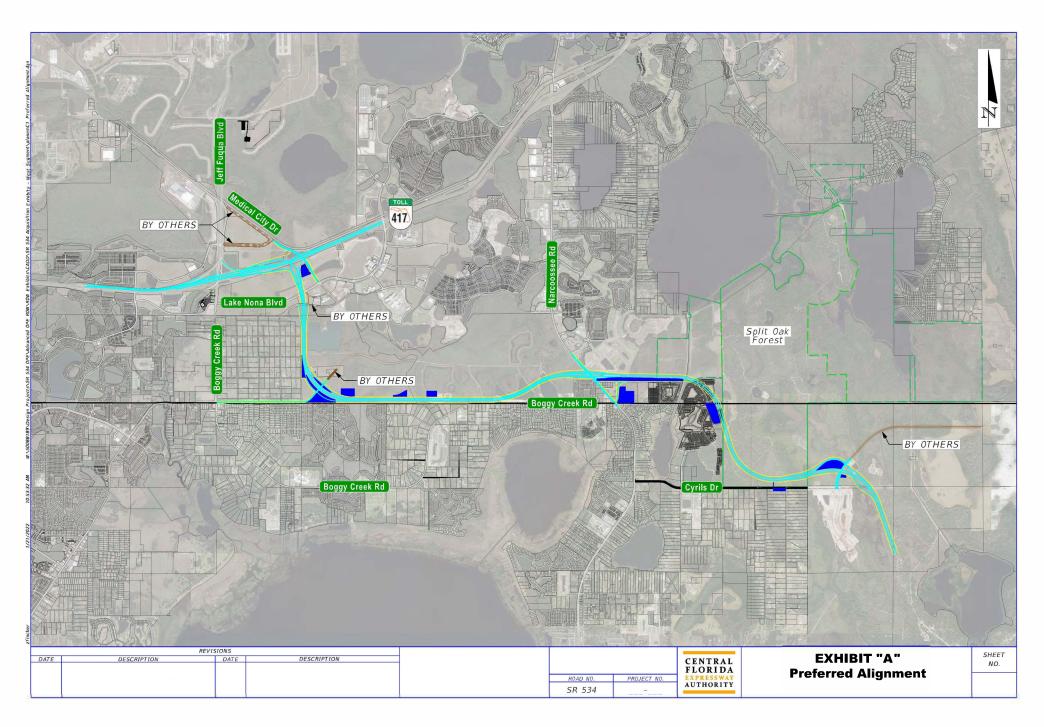
Signed, sealed, and delivered in the presence of:	"OUC"
Print Name: Parla Vela squez  Print Name: Parla Vela squez  Print Name: PATRICIA A. Notari lota	By: Cart Bullock Name: Clint Bullock Title: General Managerand (E)
	Date: 4/4/23
Approved as to form and legality OUC Legal Department Date: 3 30 23 By: W	
STATE OF FLORIDA ) COUNTY OF Orange )	
or [] online notarization on this harday of A	tilities Commission, on behalf of the organization.
NO	OTARY PUBLIC
	1/=

Signature of Notary Public - State of Florida
Print Name: Karley L Plaste

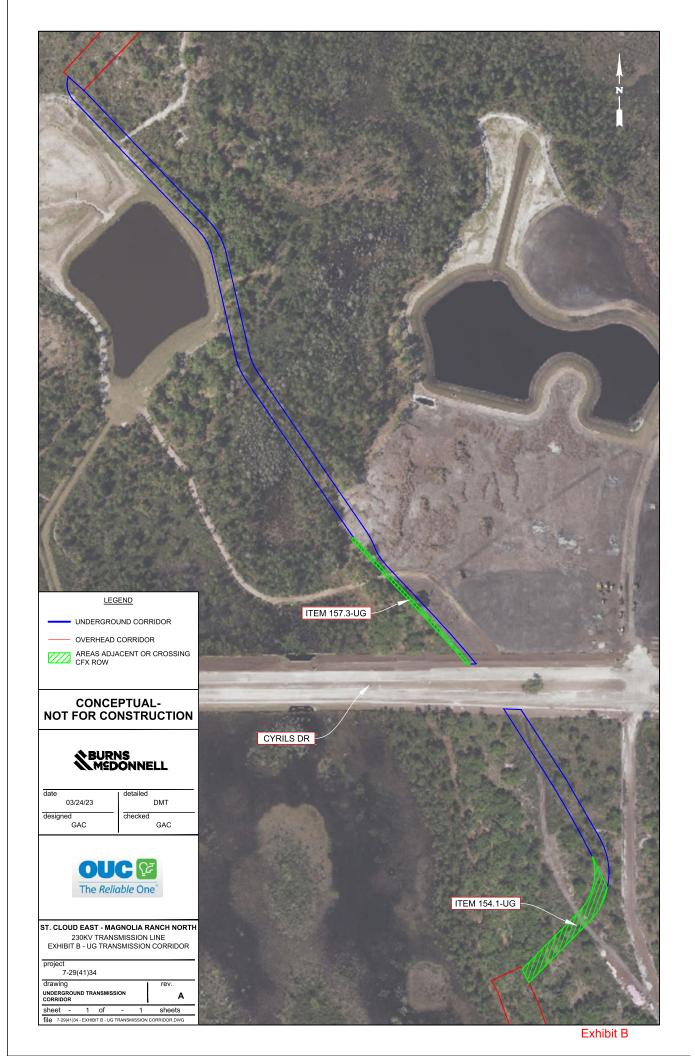
Commission No.: CC 972932 My Commission Expires: 4-19-2024

Signed, sealed, and delivered in the presence of:	"DEVELOPER"
Makelyn & Marilyn F. Nielson  Print Name: Brian Brut	CENTRAL FLORIDA PROPERTY HOLDINGS 600, LLC  By: David Cannon, Manager Date: 1/3/23
Muly Tuelson Print Name: Marriya F, Nielson	CENTRAL FLORIDA PROPERTY HOLDINGS 500, LLC
Print Name: Brian Brunt	By: David Cannon, Manager Date: 4/3/23
STATE OF UTAH ) COUNTY OF SALT LAKE )	
or [ ] online notarization on this day of of Central Florida Property Holdings 600, LL	wledged before me by means of [ physical presence 2 April , 2023, by David Cannon, as Manager of Cand Manager of Central Florida Property Holdings are is personally known to me OR produced
	NOTARY PUBLIC
	Mally Jyclson Signature of Notary Public - State of Utah Print Name: Marily K. Nielson Commission No.: 718951 My Commission Expires: Aug. 9,2025

# Exhibit "A"



# Exhibit "B"



# Exhibit "C"

EXHIBIT "A" ITEM 154.1-UG

#### **DESCRIPTION:**

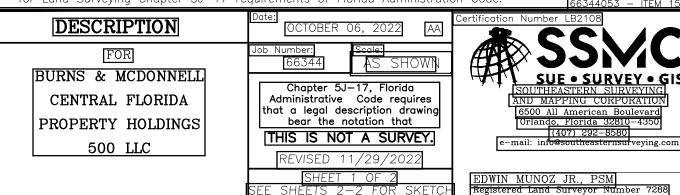
A portion of Section 11, Township 25 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 11, Township 25 South, Range 31 East, Osceola County, Florida; thence South 89°23'51" West, a distance of 1,041.11 feet along the North line of said Section 11; thence departing said North line, South 00°36'09" East, a distance of 572.32 feet to the POINT OF BEGINNING; said point also being the beginning of a curve concave Southwesterly, having a radius of 3,165.00 feet and a central angle of 01°59'16"; thence run the following six (6) courses and distances: Southeasterly along the arc of said curve a distance of 109.80 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 222.49 feet, a central angle of 31°21'08" and a chord bearing of South 27°51'49" West; thence from a tangent bearing South 12°11'15" West, Southwesterly 121.75 feet along the arc of said curve; thence South 44°44'06" West, a distance of 274.10 feet; thence North 26°44'20" West, a distance of 47.46 feet; thence North 44°44'11" East, a distance of 258.50 feet to a point on a non-tangent curve concave Westerly, having a radius of 177.50 feet, a central angle of 60°24'13" and a chord bearing of North 13°12'00" East; thence from a tangent bearing North 43°24'07" East, Northerly 187.13 feet along the arc of said curve to the POINT OF BEGINNING.

Containing 18,537 square feet more or less.

#### SURVEYOR'S REPORT:

- 1. Bearings shown hereon are based on the North line of Section 11, Township 25 South, Range 31 East, Osceola County, Florida, being South 89°23'51" West (assumed).
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.



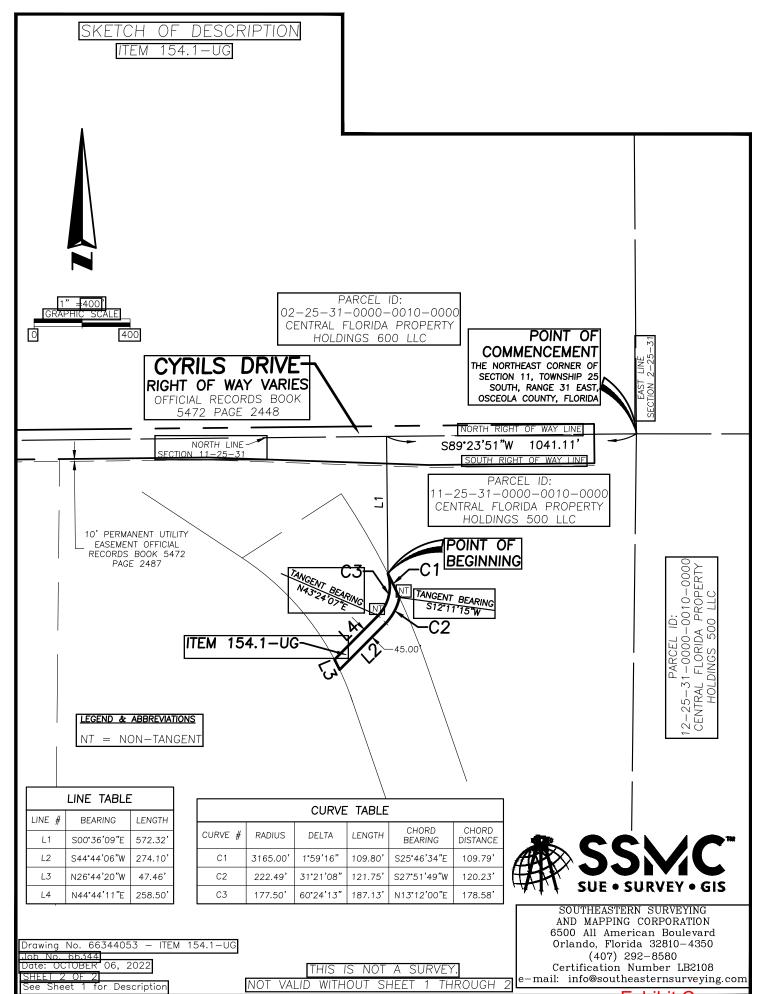


Exhibit C

EXHIBIT "A"
ITEM 157.3-UG

#### **DESCRIPTION:**

A portion of Section 2, Township 25 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 2, Township 25 South, Range 31 East, Osceola County, Florida; thence South 89°23′51" West, a distance of 1,422.28 feet along the South line of said Section 2; thence departing said South line, North 00°36′09" West, a distance of 43.00 feet to the North right of way line of Cyrils Drive, per Official Records Book 5472 Page 2448, Public Records of Osceola County, Florida and the POINT OF BEGINNING; thence South 89°23′51" West, a distance of 12.84 feet along said North right of way line to a point on a non—tangent curve concave Southwesterly, having a radius of 3,247.46 feet, a central angle of 03°06′31" and a chord bearing of North 41°38′22" West; thence departing said North right of way line the following five (5) courses and distances: from a tangent bearing North 40°05′06" West, Northwesterly 176.19 feet along the arc of said curve; thence North 43°12′35" West, a distance of 360.14 feet; thence North 46°47′25" East, a distance of 10.00 feet; thence South 43°12′35" East, a distance of 360.14 feet to a point of curvature of a curve concave Southwesterly, having a radius of 3,177.00 feet and a central angle of 03°20′04"; thence Southeasterly along the arc of said curve a distance of 184.90 feet to the aforementioned North right of way line of Cyrils Drive, and the POINT OF BEGINNING.

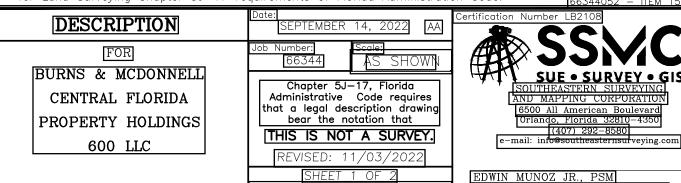
Containing 5,404 square feet more or less.

#### SURVEYOR'S REPORT:

- 1. Bearings shown hereon are based on the South line of Section 2, Township 25 South, Range 31 East, Osceola County, Florida, being South 89°23'51" West (assumed).
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

2 FOR SKETCH

Registered Land Surveyor Number 7288



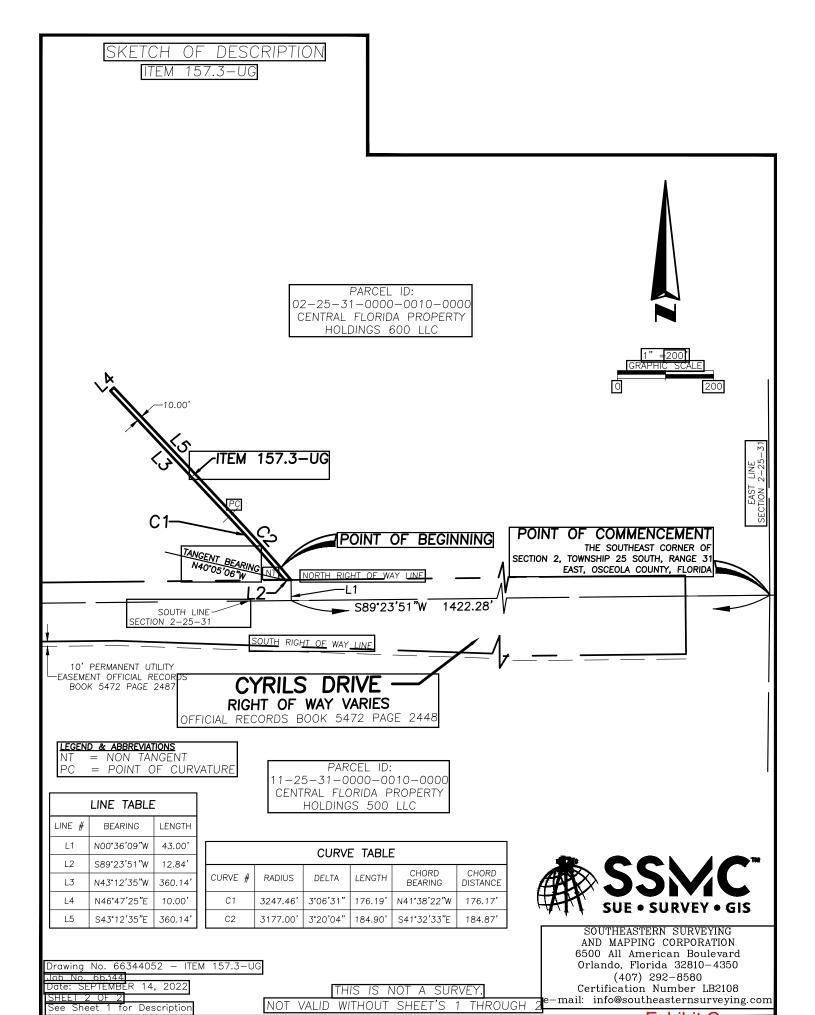


Exhibit C

## MEMO ATTACHMENT "C"



Dewberry Engineers Inc. 800 N. Magnolia Ave, Suite 1000

407.843.5120 407.649.8664 fax Orlando, FL 32803 | www.dewberry.com

May 10, 2023

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: **License Areas for Construction and Access** 

> SR 534 Project 534-246 Parcels 534-843 and 534-844

Dear Mr. Pressimone:

Dewberry Engineers Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX"), does here by certify as follows:

- 1. We have reviewed the limits of the license area parcels referred to as Parcels 534-843 and 534-844 along SR 534 described in the attached Exhibit A ("License Areas"). The proposed License Agreement with Orlando Utilities Commission ("OUC") will initially provide a temporary license to OUC to construct and install utility improvements on property adjacent to the License Areas and then provide access over the License Areas for OUC to inspect and conduct emergency maintenance or repairs to their utility improvements. We certify that granting the license over the License Areas and the installation of the utility improvements will not impede or restrict the operation of the Expressway System, does not materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System, does not impair traffic operations or public safety, and is not prohibited by or conflict with any other laws, regulations, requirements, covenants or agreements binding upon CFX.
- 2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Right of Way Procedure and may not be relied on by any other person or party for any other purpose.

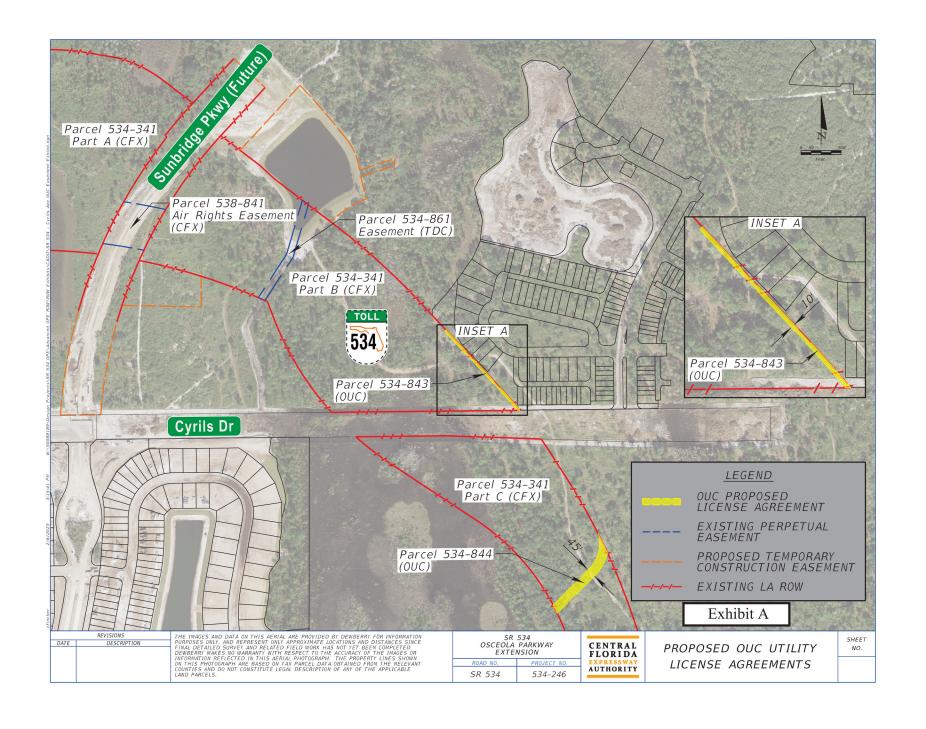
Sincerely,

R. Keith Jackson, P.E. Program Manager

R. Keith Jackson

Attachments

Woody Rodriguez, Esq. CFX (w/ enc.) cc: Laura N. Kelly, Esq. CFX (W/enc.) Glenn Pressimone, CFX (w/ enc.)



# CONSENT AGENDA ITEM #12

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

DATE:

TO: CFX Board Members

FROM: Aneth Williams Will

May 15, 2023

SUBJECT: Approval of Integrated Synergy, Inc. as a Subcontractor to Jorgensen Contract

Services, L.L.C. for Roadway and Bridge Maintenance Services

Contract No. 001151

Board approval of Integrated Synergy, Inc. as a subcontractor to Jorgensen Contract Services, L.L.C. to provide electrical supplies 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: <u>Jorgensen Contract Services, LLC</u> Date: <u>05/02/2023</u>
CFX Contract Name: Roadway and Bridge Maintenance Services
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:  PO Box 320154, Cocoa Beach, FL 32932  Address:  PO Box 320154, Cocoa Beach, FL 32932
Phone No.: 321-302-2060
Federal Employee ID No.: 80-0830775
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: Supplier for Electrical Components
Estimated Beginning Date of Sublet Services: May 2022
Estimated Completion Date of Sublet Services: June 2023
Estimated Value of Sublet Services*: \$\$30,699.30.  *(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: Cedrica Ward (Signature of Consultant/Contractor Representative)
Vendor Coordinator  Title
Recommended by: May 8, 2023  (Signature of CFX Director of Maintenance)  Date: May 8, 2023
Approved by: Glenn Pressimone (May 8, 2023 09:03 EDT)  (Signature of Chief of Infrastructure)  Date: May 8, 2023

# CONSENT AGENDA ITEM #13

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: May 16, 2023

SUBJECT: Approval of Supplemental Agreement No. 2 with Louis Berger Hawthorne

Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414,

SR 451 and SR 453 Contract No. 001821

Board approval of Supplemental Agreement No. 2 with Louis Berger Hawthorne Services, Inc. for a not-to-exceed amount of \$335,000.00 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes roadway and bridge maintenance support services.

 Original Contract
 \$ 28,670,000.00

 Amendment No. 1
 \$ 0.00

 Supplemental Agreement No. 1
 \$ 1,275,000.00

 Supplemental Agreement No. 2
 \$ 335,000.00

 Total
 \$ 30,280,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE Director of Maintenance Glenn Pressimone, PE

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453

Contract No.001821

Supplemental Agreement No. 2

This Supplemental Agreement No. 2 entered into this 8th day of June 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and LOUIS BERGER HAWTHORNE SERVICES, INC. (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated February 10, 2022, with a Notice to Proceed date of May 1, 2022, for roadway and bridge maintenance services – SR 429, SR 414, SR 451 and SR 453.

CFX desires to increase the work order allowance of the contract for the initial term of the contract. The work order allowance is adjusted upward by \$335,000.00.

The Contractor hereby agrees to the increase compensation with an increase to the work order allowance of \$335,000.00 and no increase in the Contract time.

CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2.

\*\*\*\* this section is left intentionally blank \*\*\*\*

Contract	Name:	Roadway and Bridge Ma and SR 453	nintenance Services – SR 429, SR 414, SR 451
Contract 1	No.001821		
Amount o	of Changes t	to this document:	\$335,000.00
This Supp	olemental A	greement No.2 entered in	to as of the day and year first written above.
CENTRA	AL FLORII	OA EXPRESSWAY AU	ΓHORITY
By:	aneth Willia	ms, Director of Procurem	ent
Date: _			_
LOUIS B	ERGER HA	AWTHORNE SERVICES	, INC.
By: _			
Title:			
Attest:			
Date:			
			Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2023 for its exclusive use and reliance.
			By:

# FIRST AMENDMENT TO CONTRACT NO. 001821

#### WITNESSETH:

WHEREAS, on February 10, 2022, CFX and CONTRACTOR entered into an agreement, designated as CFX Contract No. 001821, hereinafter "the Agreement";

WHEREAS, CFX and CONTRACTOR seek to amend Exhibit "C", the Price Proposal, of the Agreement by adding pages D-6, D/M/WBE Utilization Form, and Page D-6A, FDOT DBE Certification:

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to amend Exhibit "C", the Price Proposal, of this Agreement with no additional increase to contract amount.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. <u>Exhibit "C"</u>, the <u>Price Proposal</u>. Add pages D-6, D/M/WBE Utilization Form, and Page D-6A, FDOT DBE Certification attached hereto to the end of Exhibit "C", the Price Proposal.
- 2. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations under the Agreement.
- 3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

<sup>\*\*</sup>This space is left intentionally blank \*\*

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

	LOUIS BERGER HAWTHORNE SERVICES, INC.
	By: Cl. Xbest
	2).
	Print Name: Christopher Houghton
	Title: Senior Vice President
	Date: 4/30/2022
ATTEST: Jessica Gueva	Comm# HH181804
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.30 17:04:06 -04'00'  Director of Procurement
	Print Name: Aneth Williams
	Date:
Approved as to form and legali	• • •
counsel to the Central Florida I	Expressway
Authority on this day of 2022 for its exclusive use and r	oliomos,
0.1	Digitally signed by Laura Noudin
Laura Newlin Kelly	Kelly
By:	Date: 2022.06.30 16:46:24 -04'00'
Diego "Woody" Rodriguez General Counsel	
General Counsel	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453

Contract No.001821

Supplemental Agreement No. 1

This Supplemental Agreement No.1 entered into this 9th day of February 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and LOUIS BERGER HAWTHORNE SERVICES, INC. (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated February 10, 2022, with a Notice to Proceed date of May 1, 2022, for roadway and bridge maintenance services – SR 429, SR 414, SR 451 and SR 453.

CFX desires to expand the Scope of Services to add highway lighting maintenance services as outlined in Attachment A – Highway Lighting specification, with an additional cost of \$1,275,000.00 (\$25,000.00 monthly), payment will be in accordance with Attachment B – Unit Price List, for the duration of the initial term of the contract.

An adjustment will be applied to Highway Lighting Maintenance Unit Prices that are included in this supplemental agreement. The adjustment will be made on each 12 month period following the date of this Supplemental Agreement. The adjustments will be based upon the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Customers (all items) CPI-U for the South Region (www.bls.gov/regions/southeast). The adjustment can go up or down based upon the CPI-U for the respective 12-month period. Each adjustment will be based on the CPI-U for the previous 12-month period. The adjustment will be calculated on the most recent CPI-U published at the anniversary date of this Supplemental Agreement and will apply to each payment for the following 12-month period.

Adjustments will be paid or charged to the Contractor only. The Contractor shall distribute the proper proportional part of such adjustment to subcontractors who perform the applicable work. The Contractor hereby agrees to provide the additional scope of work with an increase in the Contact amount of \$1,275,000.00.

CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1.

Contract Name:	Roadway and Bridge Mainter and SR 453	nance Services – SR 429, SR 414, SR 451
Contract No. 001821		
Amount of Changes	to this document:	\$1,275,000.00
This Supplemental A	greement No.1 entered into as	of the day and year first written above.
CENTRAL FLORII	DA EXPRESSWAY AUTHO	PRITY
<sub>By:</sub> Aneth Wi	lliams Digitally signed by Aneth Willia Date: 2023.02.28 14:30:17 -05'0	ms O'
<del>-</del>	ams, Director of Procurement	
70		
Date:		
LOUIS BERGER HA	AWTHORNE SERVICES, INC	
	\\	C.
By: (C)	Noug -	
	•	
Title: Senior Vi	ce President	
Attact.	$\Lambda$	
Attest:		
Date: February 1	7, 2023	
		Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on
		this day of, 2023 for its exclusive use and reliance.
		By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.02.28 10:54:56 -05'00'
		Diego "Woody" Rodriguez, General Counsel

# CFX MAINTENANCE SPECIFICATION for CONTRACT #001821 Attachment A HIGHWAY LIGHTING MAINTENANCE AND REPAIR

#### 1.0 <u>Description</u>

Provide all labor, equipment, materials and any incidentals to perform roadway lighting maintenance of the CFX Highway Lighting System. CFX's Highway Lighting System includes and is comprised of Conventional/Standard Roadway Lighting, High Mast Lighting, Sign Structure Lighting, Underdeck Lighting, Load Center and Lighting Control Cabinets and all associated peripherals. At several interchange locations, CFX owns and maintains a portion of the lighting on the local road. Each of these lights are powered by the CFX load center. The Contractor is responsible for the maintenance and repair of all lights powered by any CFX load center.

The Contractor or its subcontractor must possess a license to perform business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. A copy of all applicable licenses must be submitted prior to performing any maintenance on CFX's system. All work must be managed by a Journeyman Electrician possessing a current license from the local municipality or county. All work must be supervised by an onsite certified IMSA Roadway Lighting Technician Level 1.

The Contractor must comply with all local licensing requirements and ordinances governing performance of the work. All work must be performed in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the CFX Design Specifications, the FDOT Standard Plans, and FDOT Standard Specifications and Standard Plans current at the time of the Contract execution.

# 2.0 <u>Contractor Responsibilities</u>

#### 2.1 Night Patrolling and Inspection

A. Contractor must perform a nighttime patrol and inspection of the entire lighting system within the contract limits on or about the 1<sup>st</sup> of each month. The Contractor shall identify all lighting outages by providing the associated light pole numbers or structure number and associated load center on the inspection report in a form that is acceptable to the Director of Maintenance. Submit the completed inspection report along with an electronic file depicting the location of the lighting outage (KMZ or similar product) to CFX within 36 hours after the completion of each patrol inspection.

Contractor must perform all work necessary to restore any outage(s) based on the results of the inspection. CFX expects all lights on the system to operate as The Contractor must perform any and all routine maintenance, designed. diagnostics, repair work and replacements to the lighting system within 30 days. In the event, the inspection reveals an outage of five (5) or more consecutive lights, the repair must be completed within (72) hours of discovery or notification by CFX or its designee. Any routine repair or replacement to the lighting system that exceeds the time frames above, shall result in Liquidated Damages PF-1 (See Scope of Services 5.5). This liquidated damage shall be applied per light that is out and will continue to be assessed until the routine repair and/or replacement is completed. For Major Repairs as defined in Section 2.5 below, Liquidated Damages PF-1 will be charged if the time allowed per Section 2.5 is exceeded. In the event an item or component needed for repair is not readily available and provided the Contractor has made a reasonable attempt to make a temporary repair, CFX will give consideration to the circumstances regarding a specific outage/repair, prior to assessment of Liquidated Damages.

B. Respond to Emergency Repair requests within 2 hours of notification as described in Section 2.6. Failure to respond on-site and expeditiously pursue completion of the work within the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.9).

### 2.2 Diagnostic and Repair Work

- A. Perform all diagnostic work at each pole, sign, underdeck, load center and/or electrical circuit location as identified by the nighttime patrol and inspection or other identified outage.
- B. If through the Contractor's diagnosis it is determined that the problem is a routine or maintenance related item, as defined in section 2.3, the Contractor must perform such repairs or replacements at the same time as the diagnostic inspection. If the Contractor's diagnosis determines the problem is a major repair, as defined in section 2.5, the Contractor must submit a Diagnostic Work Report to the Director of Maintenance.
- C. The Contractor must only use qualified personnel appropriate for the work.

#### 2.3 Routine Maintenance

A. Perform routine and maintenance functions and/or repairs at the same time diagnostic work is performed.

- B. Routine maintenance is defined as repairing, replacing or cleaning any or all of the following items:
  - 1. Hardware, including but not limited to: hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, grounding wires for metal pull box covers, and other small components.
  - 2. Bird guards and reflectors.
  - 3. Gaskets and filters.
  - 4. Electrical shorts not requiring replacement of buried cable.
  - 5. Lamp and photocell sockets (waterproof).
  - 6. Tree trimming to allow servicing of lights.
  - 7. All pole or structure wiring
  - 8. Sign Lighting Bracket Arms.
  - 9. Leveling of under-deck light fixtures or pole mast arms brackets.
  - 10. Cleaning refractors (Glassware).
  - 11. Drainage rock in pull boxes.
  - 12. Electrical putty on ends of conduit.
  - 13. Luminaire
  - 14. Ballast / driver assembly.
  - 15. Refractors (glassware).
  - 16. Grounding wires, exothermic multi-shot cad weld kits and ground rods.
  - 17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors/Arrestors, Sockets, and other such Electrical Components
  - 18. Lighting control units (LCU's)

- 19. train reliefs, silicone filled wire nuts, LED drivers, circuit breakers, surge arrestors/protectors at load centers, light louvers/shields, silicone sealant at electrical disconnects and lighting control cabinets, etc.
- 20. Grounding resistance checks on existing ground systems.

# 2.4 Reporting and Tagging

- A. The Contractor must maintain detailed daily field work reports (dailies) for all crews. The dailies must include detailed descriptions of all work performed at all locations, and must contain all onsite staff positions and hours worked, vehicles/equipment used, a complete description of work performed, all pole/structure numbers and load centers worked on, quantity of parts and wiring uses, location description (by grid map or nearest count to a ramp or bridge), and a complete description of methods employed to correct problem(s) identified. Before leaving the location, the description of problem(s) to be corrected by another service crew must be noted on a tag which must be attached to the fixture or electrical device that is in need of additional service along with the date of tag placement. This must be noted on the Daily Report and Tag Procedure.
- B. The Contractor must submit Daily Field Work Reports to the Director of Maintenance upon request.
- C. The Contractor must meet with the Director of Maintenance on a monthly basis to discuss all work performed for the previous month, discrepancies identified and outstanding work remaining, upcoming work for the following month, any MOT closures planned or needed, expected major repairs and must prepare all meeting agendas as well as provide meeting minutes no more than (2) business days following the meeting. The Director of Maintenance may require additional meetings.

# 2.5 Major Repair

- A. Work includes the repair or replacement of damaged or missing light poles, foundations, lighting load centers, transformer bases, luminaires, mast arms, underground conductors and conduit between poles and high mast lowering devices.
- B. The Contractor must replace damaged or missing light poles and foundations as appropriate within ten working days from the date of notification or fourteen calendar days from when new foundations are cast

if the Contractor uses a cast-in-place foundation. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring) as well as all hardware, which includes but is not limited to: covers, caps, splices and any appurtenances necessary to perform a complete replacement The Contractor must maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damaged light poles to perform the repairs within the time frames listed above. The contractor shall submit to CFX a listing of their starting inventory at NTP. In the event an item or component needed for repair is not readily available and provided the Contractor has made a reasonable attempt to make a temporary repair, CFX will give consideration to the circumstances regarding a specific repair, prior to assessment of Liquidated Damages.

- C. All damaged and unusable poles, mast arms, luminaires and any associated parts are the property of the contractor and must be disposed of properly.
- D. The contractor must submit quantities and descriptions of all components to be used for major repairs for CFX review. All major repair work must be submitted for review and approval by the Director of Maintenance prior to commencement of the work.
- E. The reuse of repaired or usable salvaged components may be permitted upon request and approval by the Director of Maintenance.
- F. All equipment, parts and peripherals and work must be in accordance with the latest CFX record drawings and per CFX's and FDOT's Standards and Specifications as defined in section 1.0 of this document. Alternate components must not be used unless requested in writing and subsequently approved by the Director of Maintenance. Any maintenance repair or replacement found to be defective or not performed in accordance with the requirements listed herein, shall be repaired or replaced at no cost to CFX.

#### 2.6 Emergency Repairs

The Contractor must be available at all times, including both during and after normal work hours, weekends and holidays with adequate resources to respond to an emergency repair. An emergency repair is defined as an event that presents a safety hazard. Examples of emergency repair include but are not limited to load center failure, removal of knocked down poles or mast arms from the travel way, and for repairs to the lighting system in such a manner as to prevent electrical shock to CFX personnel, other Contractor's, the general public and the Contractor's staff. When responding to an emergency repair, the Contractor shall, to the extent

possible, make all efforts to minimize the outage and restore operation to any load center, circuit or undamaged lighting while on-site.

#### 3.0 Performance Standards

#### 3.1 General

#### 3.1.1 Luminaire/Fixtures

- A. Replace luminaire/fixture if damaged, not working or missing.
- B. Inspect luminaire/fixtures for rust, corrosion, oxidation, electrical shorts and water intrusion.

# 3.1.2 Lamps/LED Packs

- A. Check all lamps/LED packs for looseness. If any are loose, remove and inspect the socket/connection.
- B. Lamp/LED packs must be replaced with the same exact make and model and part number as the lamp/LED pack being removed.
- C. Visually check all new lamps/LED packs for defects prior to installation.
  - 21. Test lamps/LED packs for proper functionality after all repairs.

#### 3.1.3 Glassware or Plastic

- A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
  - 1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
  - 2. With a hinged-door fixture, unfasten and brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.

- B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism with CFX approval.

#### 3.1.4 Reflectors

- A. Replace reflector if the original reflective qualities cannot be maintained.
- B. Replace with completely new fixture if reflector cannot be replaced separately.

#### 3.1.5 Gaskets and Filters

- A. Clean neoprene and silicon gaskets of foreign material and oxidation, rusting or corrosion and align as necessary.
- B. Spray neoprene and silicon gaskets with a special treatment to prevent oxidation and sticking.
- C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.
- D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- E. Replace all non-functioning, stretched or cracked gaskets.
- F. Check filters and replace when worn or dirty as necessary.

#### 3.1.6 Hinges and Latches

- A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.
- C. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

#### 3.1.7 Fasteners and Snaps

A. Replace all fixtures which have fasteners or snaps that are obsolete.

# 3.1.8 Leveling

- A. Correct all fixtures which are not properly level.
- B. Shim the pole base so the pole will be vertical.
- C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

#### 3.1.9 Mast Arms

- A. Inspect mast arm for rust, corrosion or oxidation.
- B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.
- C. Adjust mast arms that are bent or incorrectly positioned or loose. Replace if unable to be repaired.
- D. If the mast arm is missing, install a new mast arm of the same length and shape as the existing.

#### 3.1.10 Photo Cells

- A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- B. Replace any photocell failing to turn on at proper time.
- C. If any photocell is located on a utility pole, obtain permission to check photo cell for continuity.

D. Some service points may include electric service supplied by the power company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by CFX are included in this work.

#### 3.1.11 Sockets

- A. Replace defective photocell sockets.
- B. Replace lamp sockets which are defective, not working or damaged.
- C. Replace defective socket holders.
- D. Correct improper connections.
- E. Replace lamp sockets in the same position to assure proper light distribution.

#### 3.1.12 Hand Hole Plates

- A. Check all hand hole plates and repair where needed.
- B. Replace all missing hand hole plates and associated hardware.

#### 3.1.13 Wiring

Perform all wiring, consistent with the policies and procedures specified by A.N.S.I. (American National Standards Institute), all appropriate Electrical Codes and CFX Lighting Design Standards.

#### A. Luminaires

- 1. Perform rewiring, as needed, on the luminaire head on the integral ballast/LED driver using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
- 2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

#### B. Pole Risers

- 1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
- 2. When rewiring poles, use a CFX approved PCDS in accordance with the CFX Lighting Design Standards.
- 3. Maintain lightning protection by connecting all metal components, i.e., luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole through means of electrothermic welding. The use of split bolts is not permitted.
  - a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
  - b. The current carrying neutral wire must not connected to ground at each pole, but only at the distribution panel.

# C. Grounding Wires

- 1. Ground all pole bases with a dedicated #6 AWG bare copper grounding wire within the pole foundation conduit to the ground rod.
- 2. Connect poles mounted on bridges and structures to a XHHW-2, green bond wire run that is sized in accordance with the NEC with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil within the associated pull box at each end of the structure/bridge.
- 3. The ground resistance of the connected grounding system must not be greater than 5 ohms at any location: (Using a direct reading three-point ground megger).
- 4. All conduit must contain a green insulated grounding wire as sized in accordance with the NEC.

#### D. Pole Bases

- 1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with an Authority approved PCDS.
- 2. Properly install weatherproof, pull-apart fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut and split bolt connectors are not permitted.
- 3. Install a #6 AWG bare solid grounding conductor that is exothermically welded to the ground rod to the grounding chair/lug within the base of all metal poles.
- 4. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole in accordance with the CFX Lighting Design Standards.
- 5. Seal ends of conduit with duct sealant.
- 6. Install wire copper keepers at the ends of all electrical conductor runs within each pull box.
- 7. Install strain relief fittings at both ends of the PCDS entering the light pole base.

### E. Circuit Current Carrying Conductors

- 1. Avoid damage to insulation where new conductors are to be pulled into existing duct.
  - a. Use lubrication.
  - b. Use pulling aids. Attach pulling aides to conductors, not the cabling jacket.
  - c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
  - d. Install conductors of the same size as that removed. Use only stranded copper wire with XHHW-2 insulation with a 45-mil thickness rated in dry or wet conditions and rated for 600VAC.
- 2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Director of Maintenance.
- 3. Install all new underground wiring in conduit. Direct burial is not acceptable.

4. Lay conduit in trenches or directional drill with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches.

#### F. Distribution Boxes

Regardless of location, the lighting control cabinet, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the CFX master locks. Furnish 10 sets of extra padlock keys to the Director of Maintenance.

#### G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

#### 3.1.14 Ballast

- A. Check ballast and replace any that are malfunctioning, defective or failed.
- B. Wire ballast as specified under WIRING.
- C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

#### 3.1.15 Fuses

- A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.
- B. Fuses are located as a part of the pull-apart connectors in the pole hand hole. Lubricate the pull-apart connector whenever the fuse is checked.

### 3.1.16 Grounding

A. Each pole shall be grounded. If not grounded, drive an approved twenty-foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a

single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.

1. Install a #6 solid copper grounding wire from the top of the grounding rod through the transformer base at a hole located there (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.

#### 3.1.17 Transformer Base

- A. Replace missing transformer base doors.
- B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
- C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

#### 3.1.18 Poles

- A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.
- B. If the pole is leaning, shim at the base to return it to proper position.
- C. Replace bent or deformed poles.
- D. If any portion of the riser cable going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new cable.
- E. Plug conduit coming out of the foundation with duct sealant.
- F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

#### 3.1.19 Salvaged Materials and CFX Furnished Materials

- A. Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of CFX. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Director of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by CFX.
- 3.1.20 Sign Lights and Under Deck Lights
  - A. Fixture: Keep all drain holes in fixture open and filtered.
  - B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.
  - C. All conductor splices shall be made with silicone filled wire nuts.
  - D. Ballasts
    - 1. Replace defective ballasts with CFX approved parts.
- 3.1.21 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

# 3.1.22 Wiring

A. The size of wire to be used must be in accordance with the NEC and must be at least the same size as the wire it replaces. All wire shall be XHHW-2 copper wire unless approved in advance by the Director of Maintenance.

#### 3.1.23 Conduit

- A. All underground conduit shall be 2" min. Schedule 40, PVC and shall be as defined in the CFX Lighting Design Standards
- B. Above ground conduit shall be GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.
- C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.
- D. The Contractor shall be responsible for all underground locates.
- 4.0 Pole Cable Distribution System (PCDS)

For ground mounted roadway lighting, CFX uses the following pole cable distribution systems:

- Duraline MG2 Dot Plug
- Tag PCDS-GM-001

In the event the Contractor discovers a PCDS that either contains components that are not part of the respective manufacturer's PCDS or is missing required components, the Contractor shall notify the Director of Maintenance and request a partial replacement. If approved, the Contractor will be compensated using the appropriate Pay Item as listed on the Contract Unit Price List.

In the event the Contractor discovers a different PCDS, the Contractor shall notify the Director of Maintenance and request the existing PCDS be replaced in its entirety. If approved, the Contractor will be compensated using the appropriate Pay Item as listed on the Contract Unit Price List.

Payment will be made in accordance with Supplemental Agreement #1

END OF SECTION

# **CONTRACT**



# **AND**

# LOUIS BERGER HAWTHORNE SERVICES, INC.

ROADWAY AND BRIDGE MAINTENANCE SERVICES SR 429, SR 414, SR 451 AND SR 453

CONTRACT NO. 001821

CONTRACT DATE: FEBRUARY 10, 2022 CONTRACT AMOUNT: \$28,670,000.00

CONTRACT, SCOPE OF SERVICES, MEMORANDUM OF AGREEMENT, ADDENDA, METHOD OF COMPENSATION, PRICE & TECHNICAL PROPOSAL, POTENTIAL CONFLICT DISCLOSURE FORM AND PERFORMANCE BOND

# CONTRACT, SCOPE OF SERVICES, MEMORANDUM OF AGREEMENT, ADDENDA, METHOD OF COMPENSATION, PRICE & TECHNICAL PROPOSAL, POTENTIAL CONFLICT DISCLOSURE FORM AND PERFORMANCE BOND

# ROADWAY AND BRIDGE MAINTENANCE SERVICES SR 429, SR 414, SR 451 AND SR 453

**CONTRACT NO. 001821** 

FEBRUARY 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

<u>Title</u> <u>Page</u>

CONTRACT 1 to 27

(See Contract Table of Contents for listing of individual sections.)

Exhibit "A" Scope of Services

"A1" CFX Incident Response Plan
"A2" CFX Maintenance Specifications

"A3" CFX Asset Maintenance Contract Map (West)

Exhibit "B" Method of Compensation

Exhibit "C" Price Proposal

Exhibit "D" Technical Proposal

Exhibit "E" Potential Conflict Disclosure Form (Separate Document)

# Memorandum of Agreement

Addendum No. 1 Addendum No. 2 Addendum No. 3

Addendum No. 4 Addendum No. 5

# CONTRACT 001821

# Table of Contents

1.	SF	ERVICES TO BE PROVIDED	2
2.		ERM AND NOTICE	
3.	C	ONTRACT AMOUNT AND COMPENSATION FOR SERVICES	5
4.	A	UDIT AND EXAMINATION OF RECORDS	5
5.		UBLIC RECORDS	
6.	C	ONFLICT OF INTEREST AND STANDARDS OF CONDUCT	8
7.	$\mathbf{D}$	ISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES	9
8.	C	ONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND	9
	8.1	Commercial General Liability:	10
	8.2	Business Automobile Liability:	10
	8.3	Workers' Compensation Insurance:	10
	8.4	Unemployment Insurance:	10
	8.5	Professional Liability:	
	8.6	Information Security/Cyber Liability Insurance:	11
	8.7	Commercial Crime Insurance:	
	8.8	Fiduciary Liability Insurance:	12
	8.9	Performance and Payment Bond:	13
9.		ONTRACTOR RESPONSIBILITY	
10	١.	INDEMNITY	15
11	. •	PRESS RELEASES	16
12		OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS	16
13	· .	PERMITS, LICENSES, ETC	18
14		NONDISCRIMINATION	
15		NOTIFICATION OF CONVICTION OF CRIMES	
16	).	COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY	19
17	7.	ASSIGNMENT AND REMOVAL OF KEY PERSONNEL	19
18	<b>.</b>	SUBLETTING AND ASSIGNMENT	20
19		DISPUTES	
20	١.	OTHER SEVERABILITY	21
21		INTEGRATION	
22		$PUBLIC\ ENTITY\ CRIME\ INFORMATION\ AND\ ANTI-DISCRIMINATION\ STATEMENT.$	
23	i.	APPLICABLE LAW; VENUE	
24	r <b>.</b>	RELATIONSHIPS	
25		INTERPRETATION	
26	,	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	
27		SURVIVAL OF EXPIRATION OR TERMINATION	
28		OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	
29		INSPECTOR GENERAL	
30		E-VERIFY	
31	. •	APPROPRIATION OF FUNDS	25
32		NOTICE TO THE PARTIES	25
33	j.	EXHIBITS	26

#### Contract No. 001821

This Contract No. 001821 ("Contract") is made this 10<sup>th</sup> day of February 2022, 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 LOUIS BERGER HAWTHORNE SERVICES, INC., a Foreign Profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 80 International Drive, Suite 130, Greenville, SC 29615, hereinafter "the CONTRACTOR."

#### WITNESSETH:

**WHEREAS**, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform roadway and bridge maintenance services on State Road ("S.R.") 429, S.R. 414, S.R. 451 and S.R. 453 under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

**WHEREAS**, on or about October 27, 2021, CFX issued Request for Proposals ("RFP") seeking qualified contractors to perform roadway and bridge maintenance services on S.R. 429, S.R. 414, S.R. 451 and S.R. 453; and

**WHEREAS**, CONTRACTOR was selected as the most responsive and responsible proposer of two qualified firms that responded to the RFP and was ultimately selected.

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

#### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to roadway and bridge maintenance for S.R. 429, S.R. 414, S.R. 451and S.R. 453 in Orange County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Maintenance Specifications to the extent such Services were outlined in the bid item tabulation attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 This Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,

- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 The Price Proposal submitted by CONTRACTOR.

#### 2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to five (5) additional one-year terms (collectively or individually referred to herein as a "Renewal Term"). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide

notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

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 other contractors for the completion of the Services 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. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

#### 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.
- 3.2 The not to exceed Contract Amount for the Initial Contract Term is \$28,670,000.00 as defined in the Price Proposal attached hereto as **Exhibit "C"** and Technical Proposal attached hereto as **Exhibit "D"** incorporated by reference as though set forth fully herein.

#### 4. AUDIT AND EXAMINATION OF RECORDS

#### 4.1 Definition of Records:

- (a) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.
- (b) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

- 4.2 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 CONTRACTOR or any subcontractor. By submitting a response to the RFP, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.
- 4.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 4.4 Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted Services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.
- 4.5 CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

#### 5. PUBLIC RECORDS

5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

# CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

- 5.2 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:
- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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.
- (c) 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.
- (d) 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.

(e) 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 5 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

- 6.1 <u>No Contingent Fees.</u> CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.
- 6.2 CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.
- 6.3 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

- 6.4 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.
- 6.5 CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.
- 6.6 CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Contract.

#### 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") whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective ("D/MBE Policy"). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

#### 8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

8.1 Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at

not less than the prescribed minimum limits of liability, covering the CONTRACTOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

- 8.2 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 Services 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.
- 8.3 CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:
- (a) Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract
- (b) 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;
- (c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- (d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

- (e) Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of Services to be performed and furnished by the CONTRACTOR.
- (f) Information Security/Cyber Liability Insurance. If a data breach is possible, the CONTRACTOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.
  - Each Occurrence \$1,000,000
  - Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit A minimum limit of 50% of the policy aggregate
- Technology Products E&O \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/ completion of the Contract.
- (g) Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, 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.
- (h) Commercial Crime Insurance: If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

- (i) Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.
- 8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.
- 8.5 Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.
- 8.6 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.
- 8.7 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.
- 8.8 If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

# 8.9 Performance and Payment Bond:

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 (1) 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 surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

# 9. CONTRACTOR RESPONSIBILITY

- 9.1 CONTRACTOR shall take any and 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:
- (a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;
- (b) 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 Central Florida Expressway System or other areas upon which Services are performed;
- (c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

- 9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Scope of Services, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
  - (a) those relating to the safety of persons and property and their protection from damage, injury or loss;
  - (b) all workplace laws, regulations, and posting requirements;
  - (c) 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
  - (d) compliance with the public records laws of Chapter 119, Florida Statutes.
- 9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.
- 9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature,

that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

# 10. INDEMNITY

- 10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the Services and this Contract.
- 10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:
- (a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- (b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- (c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- (d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

- (e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- (f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- (g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.
- 10.3 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 one percent (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 one percent (1%) is included in the amount negotiated for each authorized task.

# 11. PRESS RELEASES

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

#### 12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

- 12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or
- 12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; and
- 12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; and
- 12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's

sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or
- 12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and
- 12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

# 13. PERMITS, LICENSES, ETC.

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

# 14. NONDISCRIMINATION

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

# 15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

# 16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

# 17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or experience.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

#### 18. SUBLETTING AND ASSIGNMENT

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

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

# 19. DISPUTES

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

# 20. OTHER SEVERABILITY

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

# 21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

# 22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

# 23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

# 24. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

# 25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

# 26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

#### 28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

# 29. INSPECTOR GENERAL

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

#### 30. E-VERIFY

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

#### 31. APPROPRIATION OF FUNDS

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

#### 32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR: LOUIS BERGER HAWTHORNE SERVICES, INC.

80 International Drive, Suite 130

Greenville, SC 29615

ATTN: Kenneth Cockrill, Senior Vice President

With a copy to: LOUIS BERGER HAWTHORNE SERVICES, INC.

640 Ocoee Business Parkway, Suite 10

Ocoee, FL 34761

ATTN: Christopher Warren, Vice President

# 33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "A1" CFX Incident Response Plan Exhibit "A2" CFX Maintenance Specifications

Exhibit "A3" CFX Asset Maintenance Contract Map (West)

Exhibit "B" Method of Compensation

Exhibit "C" Price Proposal
Exhibit "D" Technical Proposal

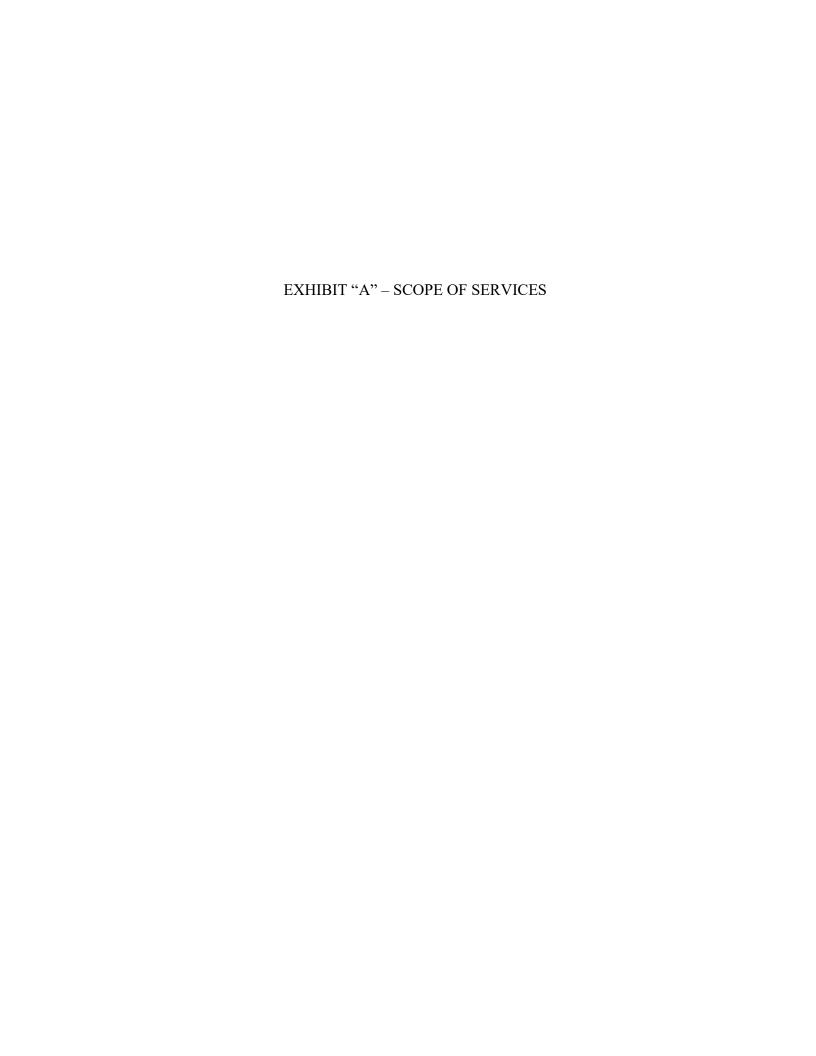
Exhibit "E" Potential Conflict Disclosure Form

[ 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 February 10, 2022.

# ACCEPTED AND AGREED TO BY:

LOUIS	S BERGER HAWTHON	RNE SERVICES, INC		
		Vice President  ATTEST:  DATE: February 22,	Serm V Calp	SEAL SE
By:	RAL FLORIDA EXPRIDUAL EXPR	nt	ITY	1984 J. La Porting of the Care
Date:	3/22/2022		n and execution for the	use and reliance by
		<u>Waady</u> Gener	Radsigusa al Counsel for CFX "Woody" Rodriguez	



# Exhibit A SCOPE OF SERVICES ROADWAY AND BRIDGE MAINTENANCE SERVICES S.R. 429, S.R. 414, S.R. 451 AND S.R. 453 CONTRACT NO. 001821

#### 1.0 OVERVIEW

1.1 The Contractor shall perform maintenance of, and administration and management services related to roadways and bridges along State Road ("S.R") 429 between Seidel Road to north of Mount Plymouth Road, along S.R. 414 between S.R. 429 and US 441, S.R. 451 from S.R. 414 to US 441 and SR 453 in Orange and Lake County, Florida.

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to supply the services set forth herein and complete the roadway and bridge maintenance work in accordance with the specifications, procedures, and terms of the Contract, including the specific tasks and events set forth on the CFX Maintenance Specifications attached hereto and incorporated herein by reference.

It is the Contractor's responsibility to examine the Contract Documents and the site of the proposed Services carefully before submitting a proposal. The Contractor shall investigate the conditions to be encountered, as to the character, quality, and quantities of Services to be performed and materials to be furnished and as to the requirements of all Contract Documents. The Contractor's submission of a proposal in response to the RFP is prima facie evidence that the Contractor has made an examination as described above.

The existing CFX infrastructure is composed of several items that are unique to the Central Florida Expressway System and specifically identified and required by CFX. Unless otherwise specifically approved by the Director of Maintenance in writing prior to any replacement, all damaged items, parts, and components that require replacement, shall be replaced in kind with an identical new item, part and/or component.

This Contract excludes the following services: roadway lighting, out-parcel mowing, pressure washing of structures and MSE and sound wall herbicide. These items are addressed in the Scope of Services and Maintenance Specifications but would not be applicable unless CFX adds the work to the Contract via Supplemental Agreement. CFX reserves the right to add any of these services to this Contract at any time. If added, compensation for this work will be paid though the work order allowance or Supplemental Agreement.

1.2 The Contractor shall provide sufficient field staffing and supervision to accomplish the Services (hereinafter defined) required by this Contract. In addition to sufficient field staffing and supervision, the Contractor shall provide and maintain the following Key Personnel, as defined in the Contract, that possess the following minimum qualifications:

A-1 VER 9-20-21

- (a) Full Time Project Manager assigned exclusively to this Contract with a minimum of five (5) years' prior work experience performing similar duties who will be 100% responsible for direct oversight and management of the Services, including, without limitation, the following:
  - Serve as point of contact with CFX
  - Oversee all operations and ensure all work is being performed per Contract
  - Implement the Contractor Safety Plan
  - Manage annual/quarterly project planning
  - Coordinate contract administration
  - Plan for D/MBE and WBE participation
  - Develop and maintain community relations
  - Ensure implementation of CFX's procedures, Florida Department of Transportation ("FDOT") procedures and the Florida

Administrative Code Rules

- Identify work needs
- Maintain 24/7 on-call status for emergency and incident response
- Perform Maintenance Assessments
- Review permits as requested
- (b) Full Time Quality Control Manager assigned exclusively to this Contract with a minimum of five (5) years prior work experience performing similar duties who will be 100% responsible for the following:
  - Ensure contract compliance through quality oversight
  - Enforce compliance with Contractor Safety Plan
  - Maintain 24/7 on-call status for emergency and incident response
  - Inspection of completed Services
- (c) Full Time Project Superintendent assigned exclusively to this Contract with a minimum of five (5) years prior work experience performing similar duties who will be 100% responsible for the following:
  - Provide day-to-day oversight of the work crews for the roadways and facilities
  - Coordinate and oversee 24/7 emergency response program
  - Perform equipment maintenance and purchasing
  - Ensure contract compliance through quality oversight
  - Ensure preparedness for incident and emergency response
  - Enforce compliance with Contractor Safety Plan
- (d) Full Time Contract Support Specialist assigned exclusively to this Contract, who will be 100% responsible for the following:
  - Must be proficient in data entry in data management programs

- Must be capable of learning and maintaining an internet web-based application
- Perform status reporting and record archiving in accordance with the requirements herein.
- (e) The Contractor, or an approved subcontractor, shall also employ a full-time registered professional engineer licensed to practice in the State of Florida ("Professional Engineer") with sufficient qualified technical and professional staff to support activities and program areas including, but not limited to, roadway and bridge maintenance contract administration; maintenance contract implementation; maintenance condition survey management; and public / transportation safety items. The Professional Engineer shall have the ability to respond promptly to the any items that arise from the scope of this Contract and be available to be on-site as needed or requested by Contractor or CFX within six (6) hours of notification.
- 1.3 The Services to be provided by the Contractor shall be furnished through a combination of Contractor staff and personnel and subcontractors and subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include but are not necessarily limited to maintenance of roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). The Services shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; daily patrol of all roadways to ensure Contract compliant conditions; perform Road Serviceability Analysis identified in Section 2.6 hereof; and responsibility for permit operations. These Services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll facilities and equipment, the fiber optic network, landscaping and aquatic weed control are not a part of the Services and will be performed by others.
- 1.4 CFX does not guarantee that all of the Services described in this Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these Services on a non-exclusive basis. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.
- 1.5 Key Performance Items: The aesthetic appearance and cleanliness of the Central Florida Expressway System is of paramount importance. The Contract standard for weeds is "Virtually Weed Free" on or adjacent to CFX infrastructure items. The Contract standard for litter is "Virtually Litter Free" within the limits of the CFX right of way. The Contract Standard for all mowing items is a "Neat, Clean, Well Groomed" appearance through-out

A-3 VER 9-20-21

the CFX right of way. The Contractor's approach and ability to deliver the Services in accordance with the standards set forth by CFX is a key element in the successful performance of this Contract. The following are identified as "Key Performance Items" and Liquidated Damages (hereinafter defined in Section 5.5) associated with the non-performance of the Key Performance Items.

ITEM	MINIMUM SERVICE	NON-PERFORMANCE
	5 D 11 E' C C D	LIQUIDATED DAMAGE
Litter Patrol	5 Full Time Crews, 6 Days	\$500 per day per crew
	per week	(PF-2)
Herbicide	Regular Intervals, 6 Times	\$1000 per day for a given
(Shoulder, Guardrail, MSE	per year	cycle (PF-3)
Walls, Soundwalls, Barrier		
Walls, Light poles etc.)		
Fence Line Herbicide	Regular Intervals, 4 Times	\$1000 per day for a given
	per year	cycle (PF-3)
Roadside Mowing	12 Times per year, Starting	\$1000 for each day late
	the 1st day of each month	(PF-3)
Slope Mowing	8 Times per year	\$1000 for each day late
	- v	(PF-3)
Out-Parcel Mowing	24 Times per year, Starting	\$100 for each day late
	the 1st and 15th of each	(PF -1)
	month	
Pressure Washing of	1 Time per year per bridge	\$100 for each day late per
Bridges		bridge (PF-1)
Highway Lighting	Daily Patrol, Documented	\$100 per day per light
	Inspection every 2 weeks	(PF-1)
Vacuum Sweeping	1 cycle every 2 weeks	\$500 for each day late
		(PF -2)
Pavement Markings	Daily Patrol	

Contractor understands and acknowledges that there are additional items addressed in the CFX Maintenance Specifications in which Liquidated Damages may be charged.

1.6 In addition to the Liquidated Damages set forth above and in Section 5.5 hereof, in the event the Contractor fails to perform any required Services within the specified time limits in the Contract, CFX, at its option, may elect to have another contractor, subcontractor, or staff of CFX perform the Services and subtract the costs for the performance of the Services plus a \$1,000 administrative fee from any unpaid amounts then or thereafter due the Contractor under the Contract if the Contractor had performed said Services.

1.7 The Contractor shall expect that all Liquidated Damages outlined in this Contract will be enforced. In the event the Contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the Contractor may appeal the assessment of Liquidated Damages in writing to the Director of Maintenance. CFX reserves the right to reduce any assessment of Liquidated Damages and/or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and/or reduction of compensation amount is at the sole discretion of the Director of Maintenance.

# 2.0 ROADWAY MAINTENANCE AND INSPECTION

- 2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures (collectively, the "Services").
- 2.2 In addition to the Key Personnel, the Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors, technical, and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All Services shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of or referenced within the Contract.
- 2.3 The Contractor shall comply with the CFX Incident Response Plan as defined in Exhibit A1 attached hereto and incorporated herein by reference.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all Services under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.
- 2.5 The Contractor shall review Bridge and Sign Inspection Reports provided by CFX. The Contractor shall have complete responsibility for scheduling and performing bridge and sign maintenance and repairs. The Contractor shall return completed signed and dated FDOT and CFX work order forms to the Director of Maintenance to include photographs of any repairs completed on the bridge and signs. Each work order shall be completed by the Contractor and accepted by CFX within sixty (60) days of receipt by the Contractor of the work items for items deemed Priority 1 work orders, one hundred eighty (180) days for items Priority 2 and 3 work orders and within two (2) years for Priority 4 work orders. Services not completed within this time frame will be subject to a reduction in

A-5 VER 9-20-21

compensation due the Contractor of \$200 per day per work order for each day the Services specified in the work order are not completed.

- 2.6 Road Serviceability Analysis The Contractor shall:
  - 2.6.1 Attend Maintenance Rating Program (MRP) inspections with FDOT and the Director of Maintenance or his/her designee. Review results of the MRP inspections performed by FDOT and initiate corrective action based on MRP inspections within thirty (30) days of receipt of the findings from the Director of Maintenance.
  - 2.6.2 Correct identified deficiencies in the roadways and bridges on an annual basis throughout the Term of the Contract, using the current years for each Annual Inspection Report compiled by CFX's General Engineering Consultant as a baseline of the deficiencies needing repair. The Contractor shall integrate findings from the Annual Inspection Report into the Contractor's Work Plan, as defined in Section 3 hereof.
- 2.7 Contract Administration The Contractor shall:
  - 2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to, or compliance with, specifications, workmanship, Key Performance Items, or any other areas or standards in accordance with the terms of this Contract.
  - 2.7.2 Prepare, maintain and provide one day in advance, a daily work schedule showing key activities and their planned location for that day. Prepare and maintain monthly progress schedules and summary reports of work planned and work completed applicable to all phases of maintenance operation and such special reports as may be required to keep CFX advised with respect to the progress of work activity.
    - (a) Provide the monthly report in a format that includes all Activity Groups and Activity Codes, quantities and applicable measurement units (i.e. acre, square foot/yard, each, etc.) as described in the FDOT Maintenance Cost Handbook.
  - 2.7.3 Assist CFX in responding to the public interest regarding maintenance activities.
- 2.8 In all cases and scenarios prepare and provide to CFX within twenty-four (24) hours of any such accident, any accident claim(s) in form and content reasonably satisfactory to CFX.
  - 2.8.1 For matters or incidents in an amount less than or equal to \$25,000.00, or the CFX insurance contract deductible, whichever is greater, in estimated repair damages

A-6 VER 9-20-21

for any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:

- (a) Provide a copy of said accident claim to CFX for its records; and
- (b) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (c) Seek reimbursement of the expenses made in connection with the aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek reimbursement from the CFX. Nor shall the Contractor seek reimbursement from the CFX insurance carrier or carriers without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third-Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the CFX insurance carrier or carriers, whether in law or in equity.
- 2.8.2 For matters or incidents in an amount greater than \$25,000.00, or CFX's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by CFX, the Contractor shall:
  - (a) Submit said accident claim to CFX; and
  - (b) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
  - (c) Notify CFX in writing, that the Contractor seeks reimbursement of the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby CFX, shall at its expense, file a reimbursement claim with the CFX insurance carrier or carriers. Should the CFX insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no obligation to, seek reimbursement of any particular claim shortfall from the Third Parties, and/or the Third-Party Insurers, if any. The

Contractor shall not seek any reimbursement from the CFX insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third-Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, whether in law or in equity.

2.8.3 Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of CFX and of FDOT.

# 3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, provide to CFX, and implement a Roadway Maintenance Operations Work Plan ("Work Plan").

The Work Plan is a 12 month look ahead schedule that the Contractor shall be prepared and submitted to CFX within thirty (30) days of the issuance of the Notice to Proceed in accordance with the terms of the Contract and updated every 3 months thereafter throughout the Term of the Contract. The Work Plan shall include each of the Key Performance Items addressed in Section 1.5. The Work Plan shall also contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The Work Plan shall, at a minimum, provide a description of the Services to be performed for each week throughout the Term, or by any other more specific periods or date the Contractor selects.

Upon receipt of the Work Plan, CFX will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

Based upon the Notice to Proceed date as defining the first day of the contract year, the Contractor shall submit an updated Work Plan to CFX at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

Contractor understands and acknowledges that the Work Plan is a tool for assessing and monitoring the Services performed by the Contractor and is not intended by CFX to constrain or impede the Contractor's requirement to complete the work orders in a timely manner. While the Work Plan is required to be updated every three months, if a repair, replacement, or deficiency is identified, inclusion in the Work Plan shall not preclude said repair, replacement, or deficiency from being addressed by the Contractor.

# 3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director of Maintenance has no duty to supervise or direct the performance of the Services, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

# 3.3 Coordination of Contract Documents

The Scope of Services, CFX Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. The Standard Specifications, (current edition at the time of Contract execution) and the FDOT Standard Plans, (current edition at the time of Contract execution), are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

- 1. Scope of Services
- 2. CFX Maintenance Specifications
- 3. FDOT Standard Specifications, current edition at time of Contract execution.
- 4. FDOT Standard Plans, current edition at the time of Contract Execution.

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the FDOT Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum, schedule of values and unit price amounts shown in the Price Proposal.

#### 3.4 Traffic Control and Lane Closures

The Contractor shall adhere to the requirements of Part 6 of the Florida Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD"). For operations requiring closure of travel lane(s), Contractor shall comply with CFX Maintenance Specifications and FDOT Standard Plans.

All lane and ramp closures require the prior written approval of the Director of Maintenance. The Contractor shall submit a written lane closure request at least ten (10) working days in advance of the planned closure. In general, no work requiring lane closures shall occur on CFX's system between the hours of 6:00 a.m. and 11:00 p.m., Monday through Sunday. In general, ramp closures will only be permitted between the hours of 11:00 p.m. and 5:00 a.m. any day of the week.

A-9 VER 9-20-21

If, in the determination of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion, the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

The Contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. A lane rental fee will be assessed on the Contractor in the amount of \$1,000 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, lane rental fees will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lanes closures on all local or state roads not a part of the Central Florida Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Orange County, Lake County, Osceola County, City of Winter Garden, FDOT, FTE, etc.

#### 3.5 Other Work

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

# 3.6 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the prior written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior written approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No

A-10 VER 9-20-21

such subcontract shall be executed by the Contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Contract for additional requirements.

Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of Services under the Contract any subcontractor, at any tier, whom CFX considers unsuitable for the performance of such Services. Such subcontractor shall not be reassigned to perform any work relating to the Services except with the express written consent of CFX.

# 4.0 OTHER REQUIREMENTS

- 4.1 Permits, Notifications and Fees
  - 4.1.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.
  - 4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract lump sum and unit prices for the items of work in the Contract.
  - 4.1.3 No Services shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such Services are to be performed. The Contractor shall provide a copy of the written permission to CFX.

Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

# 4.2 Hazardous or Toxic Waste, Pollutants

4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

- 4.2.2 Contractor shall take any and all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance in writing.
- 4.2.3 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 Services 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 Services being performed.

# 4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other Services performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred, which repair shall be conducted to the reasonable satisfaction of CFX.

# 4.4 Safety

- 4.4.1 General: The Contractor shall comply with all federal, state, and local laws, bylaws, ordinances, rules and regulations which control the action or operation of those engaged or employed in the Services or which affect materials used by Contractor in the performance of the Services.
- 4.4.2 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 Services have been completed and accepted by CFX.

The Contractor and all subcontractors shall not allow any person employed in performance of the Services 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.

- 4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.
- 4.4.4 All vehicles used during the performance of the Services shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the Contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

# 4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other Services shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to meet or demonstrate why the participation objective of 7% for this Contract 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 may elect to provide an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

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

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

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

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

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

4.6.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

- 4.6.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
- 4.6.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
  - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
  - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
  - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
  - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
  - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
  - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
  - 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
  - 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
  - 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 4.6.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
  - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
  - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

- 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
- 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
- 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
  - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b)

- 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
- 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

A-17 VER 9-20-21

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.
- 4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
  - 1. The procedures adopted to comply with these special provisions;
  - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
  - 3. The dollar value of the contracts awarded to D/M/WBEs;
  - 4. The percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
  - 5. A description of the general categories of contracts awarded to D/M/WBEs;

    A-18 VER 9-20-21

- 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 the Director of Maintenance or Executive Director.

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

## 4.6.5 Subletting of Contracts - Participation Objective

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

#### 5.0 PROSECUTION AND PROGRESS OF WORK

#### 5.1 Beginning Work

The Contractor shall commence work as of the date established in the Notice to Proceed. The Term of the Contract will begin on the date established in the Notice to Proceed.

#### 5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of the Services being completed by the Contractor and the details thereof on a daily basis. E-mail locations of work crews shall be sent to designated CFX maintenance personnel indicating roadway, start and proposed end location by mile post for each major work activity. Coordination shall be maintained by the Contractor with the Director of Maintenance. The Director of Maintenance or Contractor may request and be granted a conference with the other party.

#### 5.3 Maintenance Operations

- 5.3.1 The Contractor shall be available 24 hours a day, 7 days a week, 52 weeks a year. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.
- 5.3.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday.
- 5.3.3 Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all-day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so, authorized by the written approval of the Director of Maintenance (e-mail may be used).
- 5.3.4 No Services shall be performed when weather conditions limit good visibility to less than five hundred (500) feet. The Services may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.
- 5.3.5 Prior to beginning maintenance operations, the Contractor shall submit to the Director of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required highway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.6 All Contractor, subcontractors and second tier subcontractor's vehicles shall have clear identification of the company they represent. All Contractor, subcontractor and second tier subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to CFX prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to facilities.
- 5.3.7 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible and outside of the "Clear Zone" as defined in the FDOT Standard Plans. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of

A-20 VER 9-20-21

the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

- 5.3.8 In circumstances where the Services have assigned to them a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- 5.3.9 CFX will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:
  - a. Up to 1 hour late \$100.00 reduction.
  - b. More than 1 hour late \$200.00 reduction.
  - c. For each additional hour late \$200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance, in his sole and absolute discretion, that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.

- 5.3.10 With the exception of Regular Mowing and Slope Mowing, the Contractor may request time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather. Delays due to inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work (Key Items shown on the Contractors Work Plan (Article 3.1) or daily Work Schedule (Article 2.7.2), resulting in either:
  - (a) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or

(b) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on predetermined controlling work items.

The Director of Maintenance will monitor the effects of weather and if deemed justified, in his sole and absolute discretion, recommend time extensions for performance of the Services. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

#### 5.4 Suspension of the Services

CFX reserves the right (as may be exercised from time to time) to suspend the maintenance activities and Services covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the Services. Upon written direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance Services that shall be performed by the Contractor in the designated areas are litter / debris removal, herbicide applications and emergency response. Payment to the Contractor will be reduced based on the pro-rata share of the affected Pay Item(s) value for the work not performed. The Contractor shall review the CFX 5 Year Work Plan current at the time of bid and account for all upcoming construction projects published in that plan and include only the costs for the reduced Services in the Contractor's Price Proposal. Any changes to the CFX 5 Year Work Plan that occur after submittal of the Contractor's Price Proposal will not be considered grounds for any changes to the Contractor's Price Proposal.

#### 5.5 Liquidated Damages

5.5.1 Contractor and CFX recognize that, since time is of the essence for the performance of the Services under this Contract, CFX will suffer financial loss if the Services are not preformed within the time specified in the Contract, as said time may be adjusted as provided for herein. In such event, the total amount of CFX's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that CFX receive liquidated damages from Contractor, if Contractor fails to perform the Services within the time periods set forth in the Contract. The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but

as liquidated damages per the following Performance Failure schedule (PF) for failure of the Contractor to complete the Services and Key Performance Items within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX (the "Liquidated Damages"):

- PF-1 \$100 per Task/Item per Day
- PF-2 \$500 per Task/Item per Day
- PF-3. \$1000 per Task/Item per Day

It shall be the responsibility of the Contractor to schedule the Services in a manner that prevents delays, stoppages and rework.

The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of CFX's actual damages at the time of contracting if Contractor fails to perform the Services within the time specified herein.

- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, liquidated damage charges will be assessed in calendar days, starting with the first day following the day the subject Task / Item was due to be completed.
- 5.5.3 Permitting the Contractor to continue and to finish the Services, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the Liquidated Damages due under the Contract.
- 5.5.4 In the event of default by the Contractor and the completion of the Services by CFX or by another contractor retained by CFX, the Contractor and the Contractor's surety shall be liable for the Liquidated Damages under the Contract until either CFX releases the default or the Services resume under the Contract Surety. No Liquidated Damages shall be chargeable for any delay in the final completion of the Services due to any unreasonable action or delay on the part of CFX.
- 5.5.5 The Services will be considered completed when all Services have been accepted by the Director of Maintenance. CFX reserves the right deduct any Liquidated Damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to CFX by Contractor upon demand by CFX plus interest from the date of demand at the maximum legal rate of interest until paid.

A-23 VER 9-20-21

5.5.6 It is further mutually understood and agreed that CFX's assessment of liquidated damages for delays is intended to compensate CFX solely if Contractor fails to timely perform the Services in accordance with the terms of this Contract and shall not release the Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, CFX instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to perform the Services.

#### 5.6 Sales and Use Taxes

Performance of the Services under the Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The Contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contractor's Price Proposal.

## 5.7 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

#### 5.7.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

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

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

(a) 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

- (b) 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
- (c) the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

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

- 5.8 Evaluation and Acceptance of the Services
  - 5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by CFX. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or Services.
  - 5.8.2 For roadway maintenance Services, the major criterion used by CFX for evaluating the Contractor's performance and acceptability of the completed Services will be compliance with the Contract Specifications. In addition, CFX will also utilize the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic (exclusive of landscape areas maintained by others) and drainage by FDOT through its annual MRP. CFX will use the current FDOT weighted scoring system when evaluating the roadway system. The Contractor shall achieve and maintain an overall MRP of 91 for S.R. 429, S.R. 414, S.R. 451 and S.R. 453.

Notwithstanding the foregoing, the MRP score is not the only evaluation criterion that CFX will use to evaluate Contractor's performance of the Services. In no event shall the Contractor's attainment of the required scores for each roadway relieve the Contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics to ensure compliance with the Contract Standards set forth herein for the Key Performance Standards. For example, with regard to vegetation/aesthetics, CFX expects the Contractor to keep

all roadways under this Contract virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. CFX further expects the Contractor to be sensitive to the needs and perceptions of CFX's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only safe, but also pleasing to the eye, smooth and comfortable.

The FDOT will conduct MRP ratings for CFX every four (4) months on S.R. 429, S.R. 414, S.R. 451 and S.R. 453. Contractor understands and agrees that the compensation anticipated to be paid to Contractor in accordance with the Schedule of Values is based on the expectation that the Contractor will attain the required MRP rating for the roadways. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four (4) months payments for each point below an overall MRP of 91 for S.R. 429, S.R. 414, and S.R. 451. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four (4) months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor an amount equal to one-tenth of one percent (0.10%) of the cumulative amount of four (4) months payments for each percentage point below 80 on any characteristic rating with the exception of striping lighting and signs. For these characteristics, monies will be withheld for any rating below the following:

Striping 95Signs 90Lighting 85

If a characteristic falling below 80 is rated on fewer than 10 inspection points, CFX will conduct a supplemental inspection of those characteristics to provide a minimum of 10 points for evaluation.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX.

#### 5.9 Compensation

The Contractor will be paid in accordance with Exhibit B attached hereto and incorporated herein by reference.

#### END OF SECTION

A-26 VER 9-20-21

## Maintenance Specifications

## Table of Contents

1.	Roadside and Slope Mowing	AT1-1
2.	Litter Removal	AT2-1
3.	Guardrail Repair	AT3-1
4.	Fence Repair	AT4-1
5.	Roadway Lighting	AT5-1
6.	Attenuator Repair and Replacement	AT6-1
7.	Pavement Marking	AT7-1
8.	Signing	AT8-1
9.	Section 102 Maintenancxe of Traffic	AT9-1
10.	Cable Barrier System Repair	AT10-1
11.	Chemical Control of Weeds and Grass	AT11-1
12.	Graffiti and Stain Removal.	AT12-1
13.	Pressure Washing	AT13-1
14.	Ashphalt Repair	AT14-1
15.	Roadway Sweeping	AT15-1
16.	Slope and Shoulder Repair	AT16-1
17.	Drainage System Repair and Cleaning	AT17-1
18.	Concrete Repairs and Joing Sealing	AT18-1
19.	Tree Trimming and Removal	AT19-1

## Attachment 1 ROADSIDE AND SLOPE MOWING

## 1.0 <u>Description</u>

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside / slope areas located within the project limits including litter removal and disposal.
- 1.2 The work described herein includes the routine mowing of grassed or vegetated roadside, median, and slope areas within the project limits with conventional high production style mowing equipment, small machine mowing equipment, and specialized equipment and/ or string trimming as necessary. Vegetation shall consist of all grass, part grass and part succulent weed growth, or all succulent weed growth within the area to be mowed.
- 1.3 Apply Orthene (or equal approved by the Director of Maintenance) insecticide to all fire ant mounds located within turf areas adjacent to paving edge, guardrails, fence lines and all other roadside / drainage structures during each roadside mowing cycle and as directed by the Director of Maintenance to control fire ants when mounds form above normal ground line in mowed turf areas. Applications shall be performed during each mowing cycle. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle. Method of application and dosage shall be as recommended by the manufacturer. Submit product label, MSDS sheet, and proposed application method and rate to Director of Maintenance for approval prior to use. Daily pesticide application reports shall be collected and submitted to the Director of Maintenance on a weekly basis.

#### 2.0 Types of Mowing Areas

- 2.1 "Roadside mowing" is defined as the mowing of all grassed and vegetated areas of shoulders, medians, ramps, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms (both wet and dry), around retention ponds to water line (at time of each mowing cycle), dry retention areas, out parcels, raised roadside and median islands, along right of way fence line maintenance strips, various width utility strips (defined as the top of slope behind the guardrail), and similar areas as designated by the Director of Maintenance. Roadside mowing shall also include the edging behind curb, gutter and sidewalk at ramps, ramp plazas and toll gantries.
  - 2.1.1 Utility strips shall be mowed in conjunction with roadside mowing cycle. Grasses behind guardrail adjacent to slope mowing areas shall also be mowed during each "Roadside Mowing" cycle and shall be mowed to a minimum

horizonal distance of 5 feet from the back of the guardrail or to the top of the slope mowing area, whichever is greater. The grasses shall be mowed to a 6-inch height and shall be maintained so as not to exceed the height of the bottom of the guardrail. The intent of specification is to have no visible grasses above the guardrail.

- 2.2 "Slope mowing" is defined as the mowing of all grassed and vegetated areas of slopes greater or steeper than 3:1, e.g., steep slopes, canal banks, etc. Perform slope mowing using equipment that will not cause damage to the slopes or other vegetated areas.
- 2.3 "Out-Parcel Mowing" is defined as Contract required mowing areas that are located outside of the Limited Access Right of Way.

## 3.0 Quantity and Frequency of Mowing

- 3.1 The mowing cycles specified represent the type of mowing to be accomplished (roadside, slope or out-parcel as defined in sections 2.1, 2.2 and 2.3). The area and limits of each type of mowing will be determined by the Contract.
- 3.2 The Contractor shall perform each mowing cycle in accordance with the Contractor's approved Work Plan unless directed otherwise by the Director of Maintenance. "Roadside mowing cycles" shall be performed twelve (12) times per year.

Slope mowing cycles shall be performed eight (8) times per year with the following cycle start dates February 1, April 1, May 15, July 1, August 15, October 1 and November 15. The number of roadside mowing cycles and slope mowing cycles performed per year may be increased or decreased as directed by the Director of Maintenance.

The Contractor shall mow the out-parcels identified in the Contract. These areas shall be mowed and edged bi-weekly (24 times per year).

3.3 Each roadside / slope mowing cycle shall begin on the first day of each month unless indicated differently in article 3.2 above or directed otherwise by the Director of Maintenance. Each roadside / slope mowing cycle shall be completed in its entirety within twenty-eight (28) calendar days of the beginning of each cycle including any weather conditions and correction of deficiencies identified by CFX staff. CFX will not grant additional cycle time for weather conditions or correction of mowing deficiencies. Incomplete roadside or slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles. Failure to complete a given cycle within the time frames above will result

in a Liquidated Damage PF-3 (See Scope of Services 5.5). Incomplete roadside or slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles.

3.4 All Out-Parcel mowing cycles shall be completed within 14 Calendar Days. Failure to complete a given cycle within the time frames above will result in a Liquidated Damage PF-3 (See Scope of Services 5.5). Incomplete out-parcel mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles.

## 4.0 <u>Equipment</u>

- 4.1 All equipment shall be subject to inspection by the Director of Maintenance at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.
- 4.2 If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 4.3 Inspection of the Contractor's equipment by the Director of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 4.4 Equipment which damages the pavement or turf in any way will not be allowed. Repair all damage caused by the Contractor's equipment to the satisfaction of the Director of Maintenance and at no cost to CFX. Repairs to pavement or turf shall be completed within 14 days after the damage occurs and/or is identified by the Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

## 5.0 <u>Mowing Equipment</u>

- 5.1 The roadside, slope and out-parcel mowing equipment shall be in good repair and capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings. Slope mowing equipment shall be capable of a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings without damaging or compromising the integrity of the slope.
- 5.2 The Contractor shall furnish all labor, material & equipment of the type and quantity necessary to perform the work satisfactorily within the time specified

- herein. Any additional labor, material & equipment needed to complete the mowing cycles in accordance with the Work Plan shall be provided by the Contractor at no additional cost to CFX.
- 5.3 Furnish specialized equipment for the use when conventional mowing equipment is unable to reach wet mowing areas. Boom, arm or other specialized equipment with sufficient reach shall be used at no additional cost to CFX.
- 5.4 All large tractors (Roadside Mowing) and all slope mowers shall be equipped with and actively tracked by GPS. The Contractor shall keep all tracking records and supply these records with their monthly invoice.

## 6.0 <u>Method of Operations</u>

- 6.1 At least 3 working days prior to the beginning of each month, the Contractor shall submit to the Director of Maintenance, via email, a monthly schedule identifying proposed upcoming mowing cycle start, weekly progress, and ending dates and locations. Work progress interruptions due to equipment issues shall be communicated to the Director of Maintenance, via email, in the daily progress reports.
- 6.2 Each roadside and / or slope mowing cycle shall commence at the same starting location on the project and proceed continuously to the same completion location on the project. Each roadway corridor (State Road 414, 429, 451, 453 etc.) shall be mowed in its entirety before moving on to the next roadway corridor. On subsequent cycles, follow the pattern adopted for the first cycle unless the Director of Maintenance specifically authorizes a change in the pattern.
- 6.3 Daily mowing cycle progress shall be resourced such that all mowing from Right of way to Right of Way limits progresses uniformly and is completed in its entirety from the beginning to the end of a roadway corridor area Small mowers / trimming and edging work shall be performed before / ahead of large mower work within the roadway corridor area in which the Contractor is working. The Contractor shall provide sufficient man-power and equipment to ensure the small mowers / trimming / edging is performed within 2 working days of the large mower progress. Failure to resource this work within the time frame above will result in a Liquidated Damage PF-2 (See Scope of Services 5.5) for each occurrence.
- 6.4 Prior to the start of each cycle, the Contractor shall inspect and identify any areas where turf conditions, work by other CFX contractors, or any other circumstances could prevent required mowing. The Contractor shall immediately notify the Director of Maintenance of the existing conditions and provide the contractors plan as to how to proceed. If such conditions are eliminated during the period designated for that mowing cycle, the Director of Maintenance may require the Contractor to cut these areas as part of the cycle or have the areas mowed in the

subsequent cycle. Grassed areas that are saturated or contain standing water shall not be mowed with equipment that will rut or damage the turf. These areas shall be mowed using the specialized equipment described in 5.3 above or chemical treatment that will not damage the turf. If a saturated area cannot be effectively mowed using specialized equipment or chemical treatment, the Contractor may request a waiver from the Director of Maintenance to skip the affected area until the next mowing cycle.

- 6.5 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter. In the event litter is spread by mowing equipment, it shall be immediately (by the end of work shift) removed by contractor at no additional cost to CFX.
- 6.6 During mowing operations, the Director of Maintenance shall inspect work being performed to determine Contract compliance. In the event of deficient work, the Contractor will be directed to re-perform any Contract required task without additional compensation, in the area(s) identified so that the total mowing cycle may be satisfactorily completed within the monthly mowing cycle time period. The Director of Maintenance shall notify the Contractor, via email, of any identified deficiencies within 24 hours of discovery.
- 6.7 Unless addressed elsewhere in this contract items damaged during mowing operations shall be repaired/replaced to the satisfaction of the Director of Maintenance prior to the start of the next mowing cycle. Payment for mowing may be withheld until required repairs/replacements have been completed and accepted.

## 7.0 <u>Limitation of Operation</u>

- 7.1 When mowing within ten (10') feet of the travel way operate equipment in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the MUTCD.
- 7.2 Movement of equipment around the project site must be in accordance with requirements of the FDOT Standard Plans and not create an undue hazard to the traveling public or workers. 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.
  - When necessary for mowing equipment to cross the travel way, select a location that provides a minimum five hundred (500') feet of unobstructed sight distance. The mower operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings.

• When necessary for mowing equipment to cross bridges, make the crossing on the shoulder. Keep such crossings to the minimum required to complete the work as specified.

### 8.0 Quality of Work

- 8.1 Mow all grass and vegetation to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.
- 8.2 The accumulation or the piling of cuttings will not be permitted. Accumulations of cutting shall be evenly distributed throughout adjacent turf areas or removed and disposed of off-site
- 8.3 Mow / trim grass and vegetation around landscape beds, installed buffers, and naturalized areas so as not to damage adjacent plant material and trees. Mow around landscaped areas so as not to discharge clippings into the planting areas. Do not discharge clippings into travel lanes or any paved areas including concrete ditches or flumes. Grass or clippings spread by the Contractor on paved areas or landscaped areas as a result of mowing operations shall be removed immediately.
- 8.4 Do not mow within (1) foot of tree trunks and shrubs within installed buffer and naturalized areas with large or small machines. Only mow within this area with equipment that will not cause damage to the existing trees or shrubs.
- 8.5 During each mowing cycle, mow / trim around existing appurtenances to maintain grass and vegetation to height consistent with adjacent mowed turf areas or as directed by the Director of Maintenance. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc. Mowing around appurtenances by small machine or by hand shall be coordinated with the large machine mowing to present a clean continuous appearance.

### 9.0 Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 107-1A	Roadside Mowing paid per Schedule of Values - Table A:
	Cost per Cycle
Item No. 107-1B	Slope Mowing paid per Schedule of Values - Table B:
	Cost per Cycle
Item No. 107-1C	Out Parcel Mowing: Cost per Cycle

END OF SECTION

## Attachment 2 LITTER REMOVAL

#### 1.0 <u>Description</u>

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to pick up, remove and dispose of litter and debris from the limits of the highway right of way from fence to fence to include landscaped ramp areas and out parcels owned by CFX. Litter removal services under this contract are provided through two means (Monthly Litter Removal Cycle & Daily Litter Patrol) as described below.
- 1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.
- 1.3 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Director of Maintenance.
- 1.4 These specifications are end result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. The Contractor's chosen method(s) shall not cause damage to CFX property / infrastructure or create a safety hazard for the travelling public.

#### 2.0 Quantity and Frequency of Removal

- 2.1 The Monthly Litter removal cycle shall occur in advance of the mowing operation. The Contractor shall complete a minimum of twelve (12 litter removal cycles per year. The actual number of cycles may be increased or decreased as directed by the Director of Maintenance.
- 2.2 For Daily Litter Patrol, provide five full-time litter patrol crews. Each crew shall consist of at least one (1) dedicated laborer, one (1) dedicated vehicle, each with necessary equipment to remove debris from the Right of Way. The daily patrol shall consist of constant and complete round trips through the Contract area, from 7am to 6pm, 6 days per week, 52 weeks per year, each direction, both sides of the roadway and ramps, including landscaped areas removing and disposing of the debris, including dead animals, vehicle tires and any materials on the paved surfaces. Large items visible from the driving surface such as cardboard boxes, tire pieces, buckets, etc., laying in the turf or landscaped areas shall also be removed. Remove accumulated debris from drainage inlets to include but not limited to, plastic bottles, cans paper and pine straw. The Contractor shall keep the area within the project limits virtually litter free on a daily basis to ensure that all turf areas have a pleasing and presentable appearance at all times. Daily patrol

vehicles shall be equipped with GPS tracking. Payment will be made based upon GPS records demonstrating the required patrols have been completed. Failure to meet the above schedule will result in a Liquidated Damage PF-2 (See Scope of Services 5.5) per day, per vehicle.

## 3.0 <u>Equipment</u>

- 3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.
- 3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.
- 3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices in accordance with state and federal laws.

#### 4.0 Disposal of Litter and Debris

- 4.1 Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. CFX will allow dumpsters to be placed by the contractor for temporary storage at locations to be approved by the Director of Maintenance. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.
- 4.2 Provide at least two (2) 30 cubic yard roll-off dumpsters for tire/rubber and roadside debris at the CFX property on West Road. The Contractor shall be responsible for the dumpster / debris haul off.

## 5.0 Quality of Work

- 5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Director of Maintenance. CFX owned and maintained property either within the Right of Way or outparcel, are expected to be kept clean of litter and debris on a daily basis.
  - Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to CFX.
- 5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The decision of the Director of Maintenance as to acceptance or

rejection of an area will be final.

## 6.0 <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 107-2A Monthly Litter Removal Cycle paid per Schedule of

Values - Table A: Cost per Cycle

Item No. 107-2B Daily Litter Patrol: paid per Crew per Day

**END OF SECTION** 

# Attachment 3 GUARDRAIL REPAIR

## 1.0 <u>Description</u>

1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of guardrail, realign panels, posts, blocks and anchorages and miscellaneous hardware.

## 2.0 <u>Contractor Responsibilities</u>

- 2.1 Replace damaged guardrail and accessories using materials of a like kind unless directed otherwise by the Director of Maintenance or designated representative. Repair/restore any damaged or disturbed miscellaneous asphalt under guardrail and at posts.
- 2.2 All guardrails shall meet the design specifications in accordance with the Florida Department of Transportation (FDOT) Standard Plans unless directed otherwise by the Director of Maintenance.
- 2.3 Use any salvageable materials within the limits of each work site in that work site at no additional cost to CFX.
- 2.4 Remove all debris, including the original guardrail materials, from the right of way at the end of each working day unless otherwise allowed by the Director of Maintenance. All original guardrail materials removed and not used in the reinstallation shall become the property of the Contractor and shall be transported from CFX property and disposed of properly at locations provided by the Contractor unless otherwise directed by the Director of Maintenance.
- 2.5 Damaged guardrail is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Standard Plans immediately upon discovery. The Contractor shall perform any work (temporary or permanent) necessary to provide a safe condition prior to leaving the location. Permanent repairs to damaged guardrail must be completed within ten (10) days, unless, due to the severity of damage, the Director of Maintenance determines a shorter time frame is necessary. Failure to complete the repairs within the time frames above will result in a Liquidated Damage PF-3 (See Scope of Services 5.5) per location per day.
- 2.6 When directed by the Director of Maintenance, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound conforming to FDOT Specifications.

AT3-1 VER 9-20-21

## 3.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT3-2 VER 9-20-21

## Attachment 4 FENCE REPAIR

## 1.0 <u>Description</u>

- 1.1 Provide all labor, materials, equipment and incidentals necessary to repair and maintain CFX right-of-way and other CFX fences. Repairs may be necessary on both chain link (Type B), special vinyl coated chain link wire fabric and farm type (Type A) fencing.
- 1.2 Remove and replace or repair deteriorated, damaged or destroyed fencing.
  - 1.2.1 All fencing shall be cleared of all brush and vegetative growth either by hand or mechanical equipment in a manner that will not damage the fence. The intent is to have fences free of any vegetative matter. Include in the Annual Work Plan a schedule detailing the method and locations of fence clearing/cleaning operations. See Attachment 11 Chemical Control of Weeds and Grass for fence line herbicide requirements.
- 1.3 This work may consist of the removal, furnishing of materials, and replacement or mending of wire fabric, special vinyl coated chain link wire fabric, barbed wire, line posts, corner brace posts, braces and associated fasteners, gates and other hardware, for both chain link (Type B) and farm (Type A) fencing.

## 2.0 Contractor Responsibilities

- 2.1 Immediately (on the same day) secure any breach in the fence upon discovery or notification. Where possible, perform permanent repair to fence breaches and any damaged fence on the day of discovery. All fence breaches and damaged fence shall have permanent repairs completed within (14) calendar days. The Director of Maintenance can extend the allowable repair time at his / her discretion. Failure to complete the repairs within the time frames above will result in a Liquidated Damage PF-2 (See Scope of Services 5.5) per location per day.
  - 2.2 Obtain satisfactory permits or permission from property owners for any encroachments required to perform the work.
  - 2.3 As part of this work and prior to the installation of the replacement fence, clear the alignment of all brush and/or vegetation as may be required. Cleaning to a width of at least two feet on each side of the fence line but shall not go beyond the right-of-way line.

AT4-1 VER 9-20-21

- 2.4 Mend or replace damaged fence and accessories using materials of a like kind. Contractor shall provide all necessary chains, and locks to secure all right-of-way gates with a CFX approved lock.
- 2.5 Perform installation in accordance with FDOT Standard Specifications and Standard Plans.
- 2.6 Remove all debris, including the original fence materials, from the right-of-way and dispose of at locations provided by the Contractor.
- 2.7 Replace all fence removed during any one working day during that same day. While the fence is down, provide continuous security to ensure that no automobiles or vehicles enter or exit the roadway from the temporarily unfenced area. Give specific attention to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 2.8 All materials used in this work shall conform to the FDOT Standard Specifications.
- 2.9 Install replacement fence on the same alignment as the removed fence. Install the replacement fence or repairs at a uniform height and tension with all line and pull posts set in a vertical direction. Replace fence posts in kind.

#### 3.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT4-2 VER 9-20-21

## Attachment 5 ROADWAY LIGHTING MAINTENANCE AND REPAIR

### 1.0 <u>Description</u>

Provide all labor, equipment, materials and any incidentals to perform roadway lighting maintenance of the CFX Roadway Lighting System. CFX's Roadway Lighting System includes and is comprised of Conventional/Standard Lighting, High Mast Lighting, Sign Structure Lighting, Underdeck Lighting, Load Center and Lighting Control Cabinets and all associated peripherals.

The Contractor or its subcontractor must possess a license to perform business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. A copy of all applicable licenses must be submitted prior to performing any maintenance on CFX's system. All work must be managed by a Journeyman Electrician possessing a current license from the local municipality or county. All work must be supervised by an onsite certified IMSA Roadway Lighting Technician Level 1.

The Contractor must comply with all local licensing requirements and ordinances governing performance of the work. All work must be performed in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the CFX Design Specifications, the FDOT Standard Plans, and FDOT Standard Specifications and Standard Plans current at the time of the Contract execution.

#### 2.0 Contractor Responsibilities

### 2.1 Night Patrolling and Inspection

- A. Contractor must perform a nighttime patrol and inspection of the entire lighting system within the contract limits on the 1<sup>st</sup> and the 15<sup>th</sup> of each month. The Contractor shall identify all lighting outages by providing the associated light pole numbers or structure number and associated load center on the inspection report in a form that is acceptable to the Director of Maintenance. Submit the completed inspection report along with an electronic file depicting the location of the lighting outage (KMZ or similar product) to CFX within 12 hours after the completion of each patrol inspection.
- B. Contractor must perform all work necessary to restore any outage(s) based on the results of the inspection. CFX expects all lights on the system to operate as designed. The Contractor must perform any and all repairs or replacements to the lighting system within (48) hours of discovery or notification by CFX or its designee. Any repair or replacement to the

AT5-1 VER 9-20-21

lighting system that exceeds (48) hours, shall result in a Liquidated Damages PF-1 (See Scope of Services 5.5). This liquidated damage shall be applied per light that is out and will continue to be assessed until the repair and/or replacement is completed.

C. Upon completion of each nighttime patrol and inspection, the Contractor must notify the Director of Maintenance of any repairs required to make the HMLP system functional. Provide a schedule for approval, when specialized equipment is required to perform repairs or replacements (i.e. high-reach crane, etc.). All repairs and replacements must be completed within (10) days after schedule is approved. A hydraulic lowering device can be made available to the Contractor for short-term use and can be acquired through FDOT's South Orlando Maintenance yard which is located at SR 528 at SR 520. The Contractor must be responsible for any damage to the hydraulic lowering device equipment.

## 2.2 Diagnostic and Repair Work

- A. Perform all diagnostic work at each pole, sign, underdeck, load center and/or electrical circuit location as identified by the nighttime patrol and inspection or other identified outage.
- B. If through the Contractor's diagnosis it is determined that the problem is a routine or maintenance related item, as defined in section 2.3, the Contractor must perform such repairs or replacements at the same time as the diagnostic inspection. If the Contractor's diagnosis determines the problem is a major repair, as defined in section 2.5, the Contractor must submit a Diagnostic Work Report to the Director of Maintenance.
- C. The Contractor must only use qualified personnel appropriate for the work.

#### 2.3 Routine Maintenance

- A. Perform routine and maintenance functions and/or repairs at the same time diagnostic work is performed.
- B. Routine maintenance is defined as repairing, replacing or cleaning any or all of the following items:

AT5-2 VER 9-20-21

- 1. Hardware, including but not limited to: hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, grounding wires for metal pull box covers, and other small components.
- 2. Bird guards and reflectors.
- 3. Gaskets and filters.
- 4. Electrical shorts not requiring replacement of buried cable.
- 5. Lamp and photocell sockets (waterproof).
- 6. Tree trimming to allow servicing of lights.
- 7. All pole or structure wiring
- 8. Sign Lighting Bracket Arms.
- 9. Leveling of under-deck light fixtures or pole mast arms brackets.
- 10. Cleaning refractors (Glassware).
- 11. Drainage rock in pull boxes.
- 12. Electrical putty on ends of conduit.
- 13. Luminaire
- 14. Ballast / driver assembly.
- 15. Refractors (glassware).
- 16. Grounding wires, exothermic multi-shot cad weld kits and ground rods.
- 17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors/Arrestors, Sockets, and other such Electrical Components
- 18. Lighting control units (LCU's)
- 19. train reliefs, silicone filled wire nuts, LED drivers, circuit breakers, surge arrestors/protectors at load centers, light louvers/shields, silicone sealant at electrical disconnects and lighting control cabinets, etc.
- 20. Grounding resistance checks on existing ground systems.

AT5-3 VER 9-20-21

#### 2.4 Reporting and Tagging

- A. The Contractor must maintain detailed daily field work reports (dailies) for all crews. The dailies must include detailed descriptions of all work performed at all locations, and must contain all onsite staff positions and hours worked, vehicles/equipment used, a complete description of work performed, all pole/structure numbers and load centers worked on, quantity of parts and wiring uses, location description (by grid map or nearest count to a ramp or bridge), and a complete description of methods employed to correct problem(s) identified. Before leaving the location, the description of problem(s) to be corrected by another service crew must be noted on a tag which must be attached to the fixture or electrical device that is in need of additional service along with the date of tag placement. This must be noted on the Daily Report and Tag Procedure.
- B. The Contractor must submit Daily Field Work Reports to the Director of Maintenance upon request.
- C. The Contractor must meet with the Director of Maintenance on a monthly basis to discuss all work performed for the previous month, discrepancies identified and outstanding work remaining, upcoming work for the following month, any MOT closures planned or needed, expected major repairs and must prepare all meeting agendas as well as provide meeting minutes no more than (2) business days following the meeting. The Director of Maintenance may require additional meetings.

#### 2.5 Major Repair

- A. Work includes the repair or replacement of damaged or missing light poles, foundations, lighting load centers, transformer bases, luminaires, mast arms, underground conductors and conduit between poles and high mast lowering devices.
- B. The Contractor must replace damaged or missing light poles and foundations as appropriate within five working days from the date of notification or fourteen days from when new foundations are cast-in-place. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring) as well as all hardware, which includes but is not limited to: covers, caps, splices and any appurtenances necessary to perform a complete replacement The Contractor must maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damaged light poles to perform the repairs within the time frames

AT5-4 VER 9-20-21

- listed above. The contractor shall submit to CFX a listing of their starting inventory at NTP.
- C. All damaged and unusable poles, mast arms, luminaires and any associated parts are the property of the contractor and must be disposed of properly.
- D. The contractor must submit quantities and descriptions of all components to be used for major repairs for CFX review. All major repair work must be submitted for review and approval by the Director of Maintenance prior to commencement of the work.
- E. The reuse of repaired or usable salvaged components may be permitted upon request and approval by the Director of Maintenance.
- F. All equipment, parts and peripherals and work must be in accordance with the latest CFX record drawings and per CFX's and FDOT's Standards and Specifications as defined in section 1.0 of this document. Alternate components must not be used unless requested in writing and subsequently approved by the Director of Maintenance. Any maintenance repair or replacement found to be defective or not performed in accordance with the requirements listed herein, shall be repaired or replaced at no cost to CFX.

## 2.6 Emergency Repairs

The Contractor must be available at all times, including both during and after normal work hours, weekends and holidays. The Contractor must adequately provide sufficient staffing levels for all anticipated work and must provide staffing and equipment to perform removals of knocked down poles or mast arms from the travel way, and for repairs to the lighting system in such a manner as to prevent electrical shock to CFX personnel, other Contractor's, the general public and Contractor's staff.

#### 3.0 Performance Standards

- 3.1 General
- 3.1.1 Luminaire/Fixtures
  - A. Replace luminaire/fixture if damaged, not working or missing.

AT5-5 VER 9-20-21

B. Inspect luminaire/fixtures for rust, corrosion, oxidation, electrical shorts and water intrusion.

### 3.1.2 Lamps/LED Packs

- A. Check all lamps/LED packs for looseness. If any are loose, remove and inspect the socket/connection.
- B. Lamp/LED packs must be replaced with the same exact make and model and part number as the lamp/LED pack being removed.
- C. Visually check all new lamps/LED packs for defects prior to installation.
- D. Test lamps/LED packs for proper functionality after all repairs.

#### 3.1.3 Glassware or Plastic

- A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
  - 1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
  - 2. With a hinged-door fixture, unfasten and brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.
- B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism with CFX approval.

#### 3.1.4 Reflectors

- A. Replace reflector if the original reflective qualities cannot be maintained.
- B. Replace with completely new fixture if reflector cannot be replaced separately.

AT5-6 VER 9-20-21

#### 3.1.5 Gaskets and Filters

- A. Clean neoprene and silicon gaskets of foreign material and oxidation, rusting or corrosion and align as necessary.
- B. Spray neoprene and silicon gaskets with a special treatment to prevent oxidation and sticking.
- C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.
- D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- E. Replace all non-functioning, stretched or cracked gaskets.
- F. Check filters and replace when worn or dirty as necessary.

### 3.1.6 Hinges and Latches

- A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.
- C. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

#### 3.1.7 Fasteners and Snaps

A. Replace all fixtures which have fasteners or snaps that are obsolete.

#### 3.1.8 Leveling

- A. Correct all fixtures which are not properly level.
- B. Shim the pole base so the pole will be vertical.
- C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.

AT5-7 VER 9-20-21

D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

#### 3.1.9 Mast Arms

- A. Inspect mast arm for rust, corrosion or oxidation.
- B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.
- C. Adjust mast arms that are bent or incorrectly positioned or loose. Replace if unable to be repaired.
- D. If the mast arm is missing, install a new mast arm of the same length and shape as the existing.

#### 3.1.10 Photo Cells

- A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- B. Replace any photocell failing to turn on at proper time.
- C. If any photocell is located on a utility pole, obtain permission to check photo cell for continuity.
- D. Some service points may include electric service supplied by the power company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by CFX are included in this work.

#### 3.1.11 Sockets

- A. Replace defective photocell sockets.
- B. Replace lamp sockets which are defective, not working or damaged.
- C. Replace defective socket holders.
- D. Correct improper connections.

AT5-8 VER 9-20-21

E. Replace lamp sockets in the same position to assure proper light distribution.

#### 3.1.12 Hand Hole Plates

- A. Check all hand hole plates and repair where needed.
- B. Replace all missing hand hole plates and associated hardware.

### 3.1.13 Wiring

Perform all wiring, consistent with the policies and procedures specified by A.N.S.I. (American National Standards Institute), all appropriate Electrical Codes and CFX Lighting Design Standards.

#### A. Luminaires

- 1. Perform rewiring, as needed, on the luminaire head on the integral ballast/LED driver using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
- 2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

#### B. Pole Risers

- 1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
- 2. When rewiring poles, use a CFX approved PCDS in accordance with the CFX Lighting Design Standards.
- 3. Maintain lightning protection by connecting all metal components, i.e., luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole through means of electrothermic welding. The use of split bolts is not permitted.

AT5-9 VER 9-20-21

- a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
- b. The current carrying neutral wire must not connected to ground at each pole, but only at the distribution panel.

## C. Grounding Wires

- 1. Ground all pole bases with a dedicated #6 AWG bare copper grounding wire within the pole foundation conduit to the ground rod.
- 2. Connect poles mounted on bridges and structures to a XHHW-2, green bond wire run that is sized in accordance with the NEC with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil within the associated pull box at each end of the structure/bridge.
- 3. The ground resistance of the connected grounding system must not be greater than 5 ohms at any location: (Using a direct reading three-point ground megger).
- 4. All conduit must contain a green insulated grounding wire as sized in accordance with the NEC.

#### D. Pole Bases

- 1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with an Authority approved PCDS.
- 2. Properly install weatherproof, pull-apart fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut and split bolt connectors are not permitted.
- 3. Install a #6 AWG bare solid grounding conductor that is exothermically welded to the ground rod to the grounding chair/lug within the base of all metal poles.
- 4. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole in accordance with the CFX Lighting Design Standards.

AT5-10 VER 9-20-21

- 5. Seal ends of conduit with duct sealant.
- 6. Install wire copper keepers at the ends of all electrical conductor runs within each pull box.
- 7. Install strain relief fittings at both ends of the PCDS entering the light pole base.

#### E. Circuit Current Carrying Conductors

- 1. Avoid damage to insulation where new conductors are to be pulled into existing duct.
  - a. Use lubrication.
  - b. Use pulling aids. Attach pulling aides to conductors, not the cabling jacket.
  - c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
  - d. Install conductors of the same size as that removed. Use only stranded copper wire with XHHW-2 insulation with a 45-mil thickness rated in dry or wet conditions and rated for 600VAC.
- 2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Director of Maintenance.
- 3. Install all new underground wiring in conduit. Direct burial is not acceptable.
- 4. Lay conduit in trenches or directional drill with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches.

#### F. Distribution Boxes

Regardless of location, the lighting control cabinet, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the CFX master locks. Furnish 10 sets of extra padlock keys to the Director of Maintenance.

AT5-11 VER 9-20-21

#### G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

#### 3.1.14 Ballast

- A. Check ballast and replace any that are malfunctioning, defective or failed.
- B. Wire ballast as specified under WIRING.
- C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

#### 3.1.15 Fuses

- A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.
- B. Fuses are located as a part of the pull-apart connectors in the pole hand hole. Lubricate the pull-apart connector whenever the fuse is checked.

#### 3.1.16 Grounding

- A. Each pole shall be grounded. If not grounded, drive an approved twenty-foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.
  - 1. Install a #6 solid copper grounding wire from the top of the grounding rod through the transformer base at a hole located there (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.

#### 3.1.17 Transformer Base

- A. Replace missing transformer base doors.
- B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.

AT5-12 VER 9-20-21

- C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

#### 3.1.18 Poles

- A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.
- B. If the pole is leaning, shim at the base to return it to proper position.
- C. Replace bent or deformed poles.
- D. If any portion of the riser cable going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new cable.
- E. Plug conduit coming out of the foundation with duct sealant.
- F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

#### 3.1.19 Salvaged Materials and CFX Furnished Materials

A. Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of CFX. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Director of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by CFX.

### 3.1.20 Sign Lights and Under Deck Lights

- A. Fixture: Keep all drain holes in fixture open and filtered.
- B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.
- C. All conductor splices shall be made with silicone filled wire nuts.
- D. Ballasts
  - 1. Replace defective ballasts with CFX approved parts.

AT5-13 VER 9-20-21

3.1.21 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

#### 3.1.22 Wiring

A. The size of wire to be used must be in accordance with the NEC and must be at least the same size as the wire it replaces. All wire shall be XHHW-2 copper wire unless approved in advance by the Director of Maintenance.

#### 3.1.23 Conduit

- A. All underground conduit shall be 2" min. Schedule 40, PVC and shall be as defined in the CFX Lighting Design Standards
- B. Above ground conduit shall be GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.
- C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.
- D. The Contractor shall be responsible for all underground locates.

#### 4.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

**END OF SECTION** 

AT5-14 VER 9-20-21

# Attachment 6 ATTENUATOR MAINTENANCE AND REPAIR

# 1.0 <u>Description</u>

1.1 Furnish all labor, equipment, and tools necessary to complete the work as specified for all attenuators including those at all mainline and ramp toll plazas. Use only experienced and qualified personnel to perform the required inspections and repairs.

# 2.0 <u>Contractor Responsibilities</u>

- 2.1 The manufacturers of CFX-approved vehicle attenuator devices have published written instructions that detail operational characteristics, maintenance check lists, impact repair procedures and a materials list for parts replacement. The Contractor shall obtain this information directly from the manufacturer. All repairs shall be performed in accordance with the attenuator manufacturers specifications.
- 2.2 Maintain an inventory of basic spare parts in stock at Contractor's facility. Replenish the stock as parts are used. Contractor shall have immediate access to repair parts for all CFX-approved attenuators.
  - 2.2.1 Maintain a complete inventory of all attenuators including units at mainline and ramp plazas by type, number of bays and location within the limits of this contract.
- 2.3 Completely repair or replace an attenuator with impact damage within three (3) calendar days after notification, discovery, FDOT semi-annual inspection report, or by TIM alert.
  - 2.3.1 Contractor shall make non-impact damage repairs to attenuators identified by semi-annual FDOT inspection reports within (10) days. Return completed and signed inspection report along with photographs of the completed repairs to FDOT with one (1) copy to the Director of Maintenance.
  - 2.3.2 Failure to complete the repairs within the time frames above will result in a Liquidated Damage PF-3 (See Scope of Services 5.5) per location per day.
- 2.4 Submit a copy of the repair reports to the Director of Maintenance within two days after the repairs are completed. The report shall show the date, time, location, and photographs of the repairs as well as a list of parts replaced and the name(s) of the Contractor or Subcontractor performing the repairs.

AT6-1 VER 9-20-21

- 2.5 Damaged Parts are the property of the Contractor and shall be removed and disposed of properly.
- 2.6 From the time the damaged attenuator is discovered until the time the repair is complete, maintain and provide appropriate Maintenance of Traffic in accordance with this Contract, the CFX Maintenance Specifications and FDOT Standard Plans. This includes truck mounted attenuators and trailer mounted attenuators (Maintenance Specification 102-8.16). For extensive repairs, the Contractor may request to furnish and install a temporary attenuator system appropriate for the condition, provided that temporary attenuator system is on the FDOT Approved Products List (APL).
- 2.7 Comply with the requirements of the FDOT Standard Plans

#### 3.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT6-2 VER 9-20-21

# Attachment 7 PAVEMENT MARKING

# 1.0 <u>Description</u>

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair pavement markings on assets owned by or under the maintenance responsibility of CFX, including feeder roads, connector roads, and off-system roads in the area covered by the Contract.
- 1.2 Pavement marking work shall include reflective pavement markers (RPMs), flexible delineators, object markers, striping, and pavement messages.

# 2.0 <u>Contractor Responsibilities</u>

- 2.1 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon discovery or notification by the Director of Maintenance. In general, emergency response pavement marking work will consist of the repair or replacement of pavement markings damaged by a traffic accident or other malicious activity. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew or conflict (resource or otherwise) with other Contract work items. Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.9).
- 2.2 As part of the daily service patrol, inspect the pavement markings. Pavement markings include striping, reflective pavement markers (RPMs), delineators (including guardrail / barrier), pavement messages and object markers (surface and roadside mounted).
  - 2.2.1 Pavement marking issues to be identified at time of service patrol shall include but are not limited to ripped, damaged or missing striping material, severe wear (i.e. wear beyond normal) and misaligned striping. These will typically be individual and/or smaller areas of less than 500 feet. Repair/replace these pavement markings within 30 calendar days of discovery, using 3M TM Company Stamark TM High Performance Tape Series 380IES unless otherwise approved by the Director of Maintenance. Straighten leaning or misaligned delineators within (14) calendar days of discovery. Failure to complete the work per the above time frame shall result in a Liquidated Damage PF-1 (See Scope of Services 5.5).

AT7-1 VER 9-20-21

- 2.2.2 For areas that require a more widespread replacement, make a list of the pavement markings that require repair or replacement. Provide a copy of the list to the Director of Maintenance. Repair/replace pavement markings as approved by the Director of Maintenance.
- 2.2.3 Be prepared to replace missing or damaged RPMs, delineators, and object markers within 30 calendar days Failure to complete the work per the above time frame shall result in a Liquidated Damage / Performance Failure PF-1 (See Scope of Services 5.5).
- 2.3 The Contractor shall locate all underground utilities prior to beginning work on delineator and / or object marker installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Contact Sunshine One Call of Florida (48) hours in advance for locates of CFX Fiber Optic lines and utilities owned by others. Utilities in the CFX Right of Way include but are not limited to underground power for lighting, underground power for ITS devices, electric supply lines for toll plazas, water and sewer lines for toll plazas, and buried telephone lines at mainline plazas.
- 2.4 Object Markers and Delineators shall meet the requirements of FDOT Standard Plans and Standard Specification Section 993.

# 3.0 <u>Design Criteria and Installation</u>

## 3.1 CFX Guidelines:

The CFX Signing and Pavement Marking Guidelines and subsequent updates are made part of the Contract by reference as if fully set forth herein. Where CFX standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the CFX Guidelines shall take precedent.

#### 3.2 FDOT Standard Specifications:

The current edition of the FDOT Standard Specifications (at the time of Bid) shall apply.

1. In case of discrepancies, the CFX Design Standards and CFX Maintenance Specifications shall take precedence.

AT7-2 VER 9-20-21

#### 3.3 FDOT Standard Plans:

The current edition of the FDOT Standard Plans (at the time of Bid) shall apply.

- 1. In case of discrepancies, the CFX Design Standards and CFX Maintenance Specifications shall take precedence.
- 3.4 Unless otherwise directed by the Director of Maintenance or specified herein, all salvaged material will remain the property of CFX to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by CFX shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.
- 3.5 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.
- For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.
- 3.7 For roadside flexible delineators, use Safe-Hit Corporation, type 2 Guide Posts (48" with flattened top).
- 3.8 For surface mounted delineators, use single unit Flex stake 48" Low Profile Surface Mount Delineators. Adhere the entire delineator base to the roadway surface.
- 3.9 For reflective markers, the type and color are to match the existing that were originally installed. If unsure, requested guidance from the Director of Maintenance:
  - Furnish and install 3M<sup>TM</sup> Company Series 290 Reflective Pavement Markers on the roadway surface. New pavement markers may be offset 1" from the pavement marking line if directed by the Director of Maintenance, to improve adhesion to old pavement.
  - Furnish and install guardrail reflective markers in kind or per the latest FDOT Standard Plans or as directed by the Director of Maintenance.
  - Furnish and install barrier wall reflective markers in kind or per the latest FDOT Standard Plans or as directed by the Director of Maintenance.
  - Old pavement markers will become the property of the Contractor to be disposed
    of properly at locations provided by the Contractor. Roadside disposal does not
    constitute proper disposal.

AT7-3 VER 9-20-21

- 3.10 For pavement markings, use thermoplastic for stop bars, crosswalks, edge lines along loop ramps, ramp and main line toll plazas and standard pavement messages and directional arrows. Use 3M <sup>TM</sup> Company Stamark <sup>TM</sup> High Performance Tape Series 380IES for all other striping on the mainline and ramps unless CFX standards are revised. Furnish and install one stripe of the specified width, i.e.do not abut multiple stripes in order to meet the specified width (example: three 6-inch stripes to make one 18-inch stripe).
- 3.11 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications. including cleaning and protection of surfaces and curing and protection of all items as required. Removal of pavement marking shall be by a method which does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Repair any damage to the pavement which results from the marking removal operation.

# 4.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT7-4 VER 9-20-21

# Attachment 8 SIGNING

# 1.0 <u>Description</u>

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair signing owned by CFX including feeder roads, connector roads, and off-system roads in the area covered by the Contract.
- 1.2 Signing work will be defined as follows: 1 post signs (single post), 2 or more posts (multi-post) signs, and overhead signs. Work on overhead sign panels will include repair or replacement as directed by the Director of Maintenance. Work on overhead sign structures will be limited to minor repair work only, including welding of structures. This Contract does not include installation or replacement of overhead sign supports. All new single post, multi-post and overhead sign panels shall be installed using new hardware.
  - 1.2.1 Overhead sign repairs issued to the Contractor through the CFX Structure Inspection Program must be completed and returned to CFX within 180 calendar days of the issue date of the work order. Failure to complete the work per the time frames above after consideration of any procurement time (see 2.3 below) shall result in a Liquidated Damage PF-1 (See Scope of Services 5.5).
- 1.3 This Contract does not include repair or maintenance of Electronic Signs or Signs that are part of the CFX Wrong Way Driving Detection System.

# 2.0 <u>Contractor Responsibilities</u>

- 2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon discovery or notification by the Director of Maintenance. In general, emergency response sign work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew. Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.9).
- 2.2 Schedule non-emergency response single post and overhead sign work so as to be completed within 7 calendar days after discovery or notification. Complete multi-post sign work within 14 calendar days after discovery or notification. Completion of work shall not be affected by performance of emergency response

AT8-1 VER 9-20-21

- work. Failure to complete the work per the time frames above after consideration of any procurement time (see 2.3 below) shall result in a Liquidated Damage / Performance Failure PF-1 (See Scope of Services 5.5).
- 2.3 CFX will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or current industry standard based on the item(s) being manufactured.
- 2.4 As part of the daily service patrol, inspect the signing.
  - 2.4.1 Signing issues to be addressed at time of service patrol are:
    - Straighten all leaning or misaligned signs (including panel deflection angle).
    - Perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.
  - 2.4.2 Make a list of all signs that require repair or replacement. Provide a copy of the list to the Director of Maintenance. Proceed to repair/replace the signing. If there is a question regarding the need to repair or replace a sign, please direct the question in writing to the Director of Maintenance for final determination.
- 2.5 The Contractor shall locate all underground utilities prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Contact Sunshine One Call of Florida 48 hours in advance for locates of CFX Fiber Optic lines and utilities owned by others. Utilities in the CFX Right of Way include but are not limited to underground power for lighting, Underground Power for ITS devices, Electric supply lines for Toll Plazas, Water and Sewer lines for Toll Plazas, buried telephone lines at Mainline Plazas.
- 2.6 Submit to CFX shop drawings from the sign panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.

#### 3.0 Design Criteria and Installation

3.1 CFX Guidelines:

The CFX Signing and Marking Guidelines and subsequent updates are made

AT8-2 VER 9-20-21

part of the Contract by reference as if fully set forth herein. Where CFX standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the CFX Guidelines shall take precedent.

# 3.2 FDOT Standard Specifications:

The current edition of the FDOT Standard Specifications (at the time of Bid) shall apply.

1. In case of discrepancies the CFX Maintenance Specifications shall take precedence.

#### 3.3 FDOT Standard Plans

The current edition of the FDOT Standard Plans (at the time of Bid) shall apply. Where CFX standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the CFX Guidelines shall take precedent.

- 3.4 Unless otherwise directed by the Director of Maintenance or specified herein, all salvaged material will remain the property of CFX to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by CFX shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.
- 3.5 All tubing supports will require post anchor to prevent turning of the sign structure.
- 3.6 For all new signs regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: CFX/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOI). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible.
- 3.7 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.
- 3.8 For single and multi-post roadside sign relocation, abandoned sign footers must be removed.

AT8-3 VER 9-20-21

- 3.9 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.
- 3.10 For new single post and multi-post assemblies or panel replacements, use 3M <sup>TM</sup> Company Very High Bond (VHB) Acrylic Foam Tape number 4950 in combination with mechanical fasteners to attach panels to wind beams, brackets and splice plates. Install VHB tape meeting all 3M<sup>TM</sup> requirements and in conformance with the requirements herein. Do not reuse VHB tape once installed. Submit VHB calculations with panel shop drawings.
- 3.11 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.
- 3.12 For new signs and full or partial overlays, regardless of mounting type, use 3M TM Company Diamond Grade CubedTM (DG3) Reflective Sheeting. Use 3M TM Company Diamond Grade CubedTM (DG3) Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use 3M TM Company Diamond Grade CubedTM (DG3) Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. 3M Company EC Film 1170NP (clear) shall be applied to all finished panels or overlays for the CFX Logo, the E-Pass Logo and the CFX toll shield either free standing or within a guide sign or mile post marker.
- 3.13 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary, such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.
- 3.14 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.

- 3.15 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Director of Maintenance prior to the fabrication of the support(s). Supports shall meet the requirements of FDOT Standard Plans 700-020. Round multipost sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Director of Maintenance for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.
- 3.16 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Standard Plans 700-010.
- 3.17 All ground mount signs, except where noted in the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or CFX-approved equal in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Standard Plans 700-010 and 700-020) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Standard Plans 700-010 and 700-020 shall remain.
  - A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):
    - 1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\frac{1}{\text{length}} \text{ ft. } x \frac{1}{\text{width}} \text{ ft. } = \frac{1}{\text{(a)}} \text{ ft}^2 \text{ of sign surface area.}$$

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for

AT8-5 VER 9-20-21

the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/f	$t^2$ )
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet and plate weights
ft² x (a) from Table (b	1b/ft <sup>2</sup>	=lbs. of static load.

3. Square Inches of Tape: Multiply pounds of load (b) by 4 in<sup>2</sup> of tape per pound to determine amount of tape required to support the load.

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Standard Plans 700-020, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to

AT8-6 VER 9-20-21

- prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the Director of Maintenance for review by the manufacturer.
- B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1-inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1-inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

#### C. Installation Procedures

Required Surface Preparation for All Applications

- 1. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
- 2. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.
- 3. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
- 4. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
- 5. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24

AT8-7 VER 9-20-21

hours, and 100% after 72 hours. In some cases, bond strength can be increased, and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

# D. Assembly Steps for Bonding Stiffeners

- 1. Determine the amount of tape to be used from the procedures detailed above.
- 2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
- 3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand-held roller or tape applicator.
- 4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
- 5. The sign surface where the stiffener is to be bonded shall be clean and dry.
- 6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand-held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

#### E. Bonding Backing Strips on Multi-Panel Signs

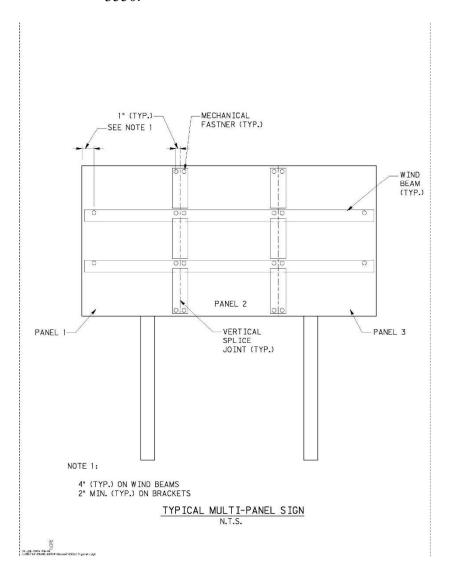
- 1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
- 2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.
- 3. The backing strip shall be aligned on the panel seam so that

AT8-8 VER 9-20-21

both edges of the two panels are covered with tape.

4. The release liner shall be removed, and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.



# 4.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

AT8-9 VER 9-20-21

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

# END OF SECTION

# Attachment 9 SECTION 102 MAINTENANCE OF TRAFFIC (Maintenance Operations 5-21)

#### **102-1 Description:**

Maintain traffic within the limits of the project for the duration of the construction or maintenance period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic.

#### 102-2 Materials:

Meet the following requirements:

Bituminous Adhesive	Section 970
Temporary Raised Pavement Markers	Section 990
Paint	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting	
for Temporary Traffic Control Devices	Section 994

- **102-2.1 Temporary Traffic Control Devices:** Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).
- **102-2.2 Detour:** Provide all materials for the construction and maintenance of all detours.
- **102-2.3** Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

# 102-3 Specific Requirements.

- 102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.
- 102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

- 1. On site direction of all temporary traffic control on the project.
- 2. Is on site during all set up and take down and performs a drive through inspection immediately after setup.
- 3. Is on site during all nighttime operations ensuring proper temporary traffic control.
- 4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
- 5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
- 6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations. Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

CFX may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The CFX may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Director of Maintenance fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

# **102-3.4** Reverse Lane Implementation Barrier (SR 528)

CFX maintains a movable median barrier located on SR 528 just East of SR 417 and just west of SR 520 to expedite the movement of large numbers of evacuees in the event of a worst case multi-regional disaster. Contractor shall inspect and operate the barrier to confirm it is operational and performs as intended. Inspect the barrier 3 time per year in April, August and December and prepare a report for the Director of Maintenance certifying the barrier is operational,

what preventative maintenance was performed and what repairs were made, if any.

#### 102-4 Alternative Traffic Control Plan

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Director of Maintenance. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual as amended by CFX Design Guidelines. Indicate in the plan a TCP foreach phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor and notify CFX in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual with maximum 1-lane capacity not to exceed 1200 VPH.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

CFX reserves the right to reject any alternative TCP. Obtain the Director of Maintenance's written approval before beginning work using an alternate TCP. The Director of Maintenance's written approval is required for all modifications to the TCP. The Director of Maintenance will only allow changes to the TCP in an emergency without the proper documentation.

#### 102-5 Traffic Control

102-5.1 Standards: FDOT Standard Plans and FDOT Design Manual as amended by CFX Design Guidelines are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain at least one lane of traffic in each direction in accordance with the approved lane closure request. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Director of Maintenance may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

- 102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Director of Maintenance. Before beginning any construction, submit to the Director of Maintenance the names and phone numbers of persons that can be contacted when signal operation malfunctions.
- **102-5.5** Access for Residences and Businesses: Provide continuous access to all residences and all places of business.
- 102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.
- 102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.
- 102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted.

Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

**102-5.10** No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

#### 102-6 Detours

**102-6.1 General:** Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-6.2 Standards of Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

102-6.3 Construction Methods: Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from CFX with the stipulation that they be returned.

#### 102-7 Traffic Control Officer

A uniformed law enforcement officer and marked vehicle shall be provided during all lane closure operations, and whenever temporary and/or new traffic signals are relocated and or adjusted. Contractor shall attempt to schedule traffic control officers from the Florida Highway Patrol, other agencies may be used only if the Florida Highway Patrol cannot accommodate the request.

Payment for traffic control officer shall be considered incidental to the lump sum price for Asset Maintenance and shall constitute full compensation for the services of the traffic control officer, including a marked law enforcement vehicle and all other direct and indirect costs. CFX will not consider any claim arising from the failure of a traffic control officer to be present or available on the project.

# **102-8 Temporary Traffic Control Devices**

102-8.1 Installation and Maintenance: Install and maintain temporary traffic control devices as detailed in the Plans, Index 102-600 of the Standard Plans and when applicable, in accordance with the approved vendor drawings, as provided on FDOT's Approved Product List (APL). Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the APL or meeting the requirements of the Standard Plans. Immediately remove or cover any devices that do not apply to existing conditions.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in FDOT's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL: <a href="https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97\_10</a>. Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: <a href="https://fdotwww.blob.core.windows.net/sitefinity/docs/default-">https://fdotwww.blob.core.windows.net/sitefinity/docs/default-</a>

source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f
16\_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer (Director of Maintenance) in accordance with 102-9.1.1. The CDS shall submit a certification for each closure operation on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

# 102-8.1.1 Approved Independent Channelizing Device Supplier (CDS)

**Requirements:** Submit the following documents to the Director of Maintenance for independent CDS approval at least 14 Days prior to the lane closure. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Director of Maintenance at least 3 Days in advance of the lane closure if a pre-approved CDS will be utilized.

- 1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:
  - a. The company's owners, stockholders, and officers.
  - b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.
  - c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 102-9.1 with its own forces.
  - d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.
  - e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:
    - 1. Project name and number and a brief description of CDS work performed,
    - 2. Beginning and ending date of CDS project activities,
    - 3. Location of project (city, state),
    - 4. Monetary amount of CDS work on project,
    - 5. Owner of project, contact person and phone number with area code,
    - 6. Name of Contractor (client) that the work was performed for and phone number with area code.
- 2. A maintenance plan for approval by the CFX that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-8.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600. Use signs that meet the material and process requirements of Section 994. Use Type IV sheeting for fluorescent orange work zone signs. Roll-up signs must meet the requirements of Type VI sheeting. Use Type IV or Type XI sheeting for all other work zone signs. Attach the sign to the sign support using hardware meeting the manufacturer's recommendations on the APL vendor drawings or as specified in the Standard Plans.

**102-8.2.1 Post Mounted Signs:** Meet the requirements of 990-8.

- 102-8.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
- **102-8.2.3 Barrier Mounted Signs:** If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.
- 102-8.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.
- **102-8.4 Channelizing Devices:** Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.
- 102-8.4.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6-inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4-inch collar a uniform 2 inches distance below the bottom of the upper 6-inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-8.4.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-8.5 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on FDOT's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures

and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the CFX. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-8.5.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-8.5.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated

**prior to 2005:** Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-8.5.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-8.5.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one-inch clearance all around. Fill the repair area with an approved high-performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

**102-8.6 Barrier Delineators:** Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

**102-8.7 Temporary Glare Screen:** Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-8.8 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL. Only redirective non-gating crash cushions are permitted for use as temporary crash cushions on CFX roadways unless otherwise approved by the Engineer.

Temporary crash cushions can be either new or used functionally sound refurbished

devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the CFX. The Contractor will be reimbursed by CFX for the cost to repair attenuators depicted in the plans and damaged through no fault of the Contractor or its forces or subcontractors at the actual cost of materials (documented by cost breakdown acceptable to the CEI) plus a 20% markup. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

**102-8.9 Temporary Guardrail:** Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

**102-8.10 Arrow Board:** Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-8.11 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans, Standard Plans or Director of Maintenance to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

**102-8.12 Portable Regulatory Signs (PRS):** Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

**102-8.13 Radar Speed Display Unit (RSDU):** Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

**102-8.14 Temporary Signalization and Maintenance:** Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

- 1. Installation of temporary poles and span wire assemblies as shown in the Plans,
- 2. Temporary portable traffic signals as shown in the Plans,
- 3. Adding or shifting signal heads,
- 4. Trouble calls,
- 5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

# 102-8.15 Temporary Traffic Detection and Maintenance: N/A

**102-8.16 Truck Mounted Attenuators and Trailer Mounted Attenuators:** Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria (NCHRP Report 350 or MASH). For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria (NCHRP Report 350 or MASH).

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

**102-8.17 Temporary Raised Rumble Strip Set:** Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

**102-8.18** Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or

2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

- 1. The flagger has an unobstructed view of the AFAD(s),
- 2. The flagger has an unobstructed view of approaching traffic in both directions,
- 3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
- 4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-8.19 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydro blasting or other method approved by the Engineer.

102-8.20 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:  $\ensuremath{\mathrm{N/A}}$ 

# 102-9 Work Zone Pavement Marking

**102-9.1 Description:** Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic and shall be in accordance with Section 6 of the MUTCD with the following additions:

- (a) Install edge lines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.
- (b) Place edge lines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.
- (c) Apply Work Zone Pavement Markings, including arrows and messages determined by the CEI to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.
- (d) Work Zone Pavement Markings will be designated in the plans or by the CEI as removable or

non-removable.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

Application	Category
Finish Pavement*	
All stripes representing final pavement markings	Non-Removable
All stripes in an area where the traffic pattern will be altered prior to project acceptance	Removable
Intermediate Pavement Course	
All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area.	Removable
Existing Pavement	
All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to removal or overlaying of such area.	Removable

\*Place striping representing final markings in the permanent location unless accepted in writing by the CEI.

## **102.9.2 Painted Pavement Markings:**

**102-10.2.1 General:** Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

# 102-9.3 Removable Tape:

**102-9.3.1 General:** Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

**102-9.3.2 Application:** Apply removable tape with a mechanical applicator to

provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-9.3.3 Retro reflectivity: Apply white and yellow pavement markings that will attain an initial retro reflectivity of not less than 300 mcd/lx·m2 for white and contrast markings and not less than 250 mcd/lx·m2 for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m2. At the end of the six-month service life, the retro reflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m2.

102-9.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-9.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the CFX.

# 102-10 Materials for Driveway Maintenance

**102-10.1 General:** Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

**102-10.2 Materials:** Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

**102-10.3 Construction Methods:** Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

#### 102-11 Method of Measurement

102-11.1 Maintenance of Traffic: N/A

#### **102-12 Basis of Payment**

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

# Attachment 10 CABLE BARRIER SYSTEM REPAIR

# 1.0 <u>Description</u>

1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of cable barrier, posts, cables, anchorages and miscellaneous hardware.

# 2.0 <u>Contractor Responsibilities</u>

- 2.1 Repair or replace damaged cable barrier and accessories using materials of a brand and quality equal to or better than the ones being replaced and shall be compatible with the existing equipment.
- 2.2 Accomplish all installations in accordance with the manufacturer's requirements.
- 2.3 Parts provided by the Contractor shall be new. Rebuilt and or repaired parts will not be acceptable.
- 2.4 Remove and dispose of all debris from the right-of-way at the completion of the work.
- 2.5 Repair response time shall be a maximum of two (2) hours from time of notification. Failure to complete the work per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.9).
- 2.6 Damaged cable barrier is required to be secured with maintenance of traffic in conformance with the CFX Maintenance Specifications and FDOT Standard Plans.
  - 2.7 If the CFX Director of Maintenance concurs that permanent repairs cannot be completed during the initial response described in section 2.5 above, the permanent repairs to damaged cable barrier shall be completed no later than the end of the next day, unless, due to extenuating circumstances, the Director of Maintenance determines a longer time frame is necessary. Failure to repair the damaged cable barrier within the time specified by CFX shall result in a Liquidated Damage PF-3 (See Scope of Services 5.5) until the damaged cable is repaired/replaced and accepted by the Director of Maintenance.
  - 2.8 The Contractor shall maintain a sufficient inventory of spare parts for emergency repairs of the cable barrier system at no additional cost to CFX. Spare parts shall be immediately available so that repairs/replacements can be completed within the time frames specified above. Liquidated damages will not be waived due to contractor waiting on parts to be delivered. CFX expects the contractor to have sufficient parts for any type of repair to the cable barrier.

AT10-1 VER 9-20-21

# 3.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT10-2 VER 9-20-21

# Attachment 11 CHEMICAL CONTROL OF WEEDS AND GRASS

# 1.0 <u>Description</u>

- 1.1 Provide all labor, materials and equipment necessary to apply chemicals to vegetation located in areas maintained under this contract to treat undesirable weed and brush growth. These areas include vegetation around roadside obstructions, in surface joints, on paved surfaces, along fence lines, along shoulders, edge of pavement, curb and gutter, around guardrails where no landscaping exists, barrier walls, signs, culvert ends, bridge abutments, and narrow or wide concrete medians, on and around MSE walls, sound walls and any and all concrete structures. This work also includes the removal of the resulting dead or dying vegetation.
- 1.2 Provide all labor, materials and equipment necessary to apply aquatic vegetation control chemicals along outfall ditches, roadside ditches, around drainage structures and side drains.
- 1.3 Chemicals shall not be applied to any areas that are located within or directly adjacent to a landscape planting bed. Contractor shall be responsible for any overspray that damages a landscape area. Contractor shall reimburse CFX for any damages to landscape areas. Landscape areas are maintained under separate contract and are not the responsibility of the Contractor.
- 1.4 The Contractor shall provide a fulltime, on-site employee to directly supervise all chemical applications who possesses the Florida Department of Agriculture's Commercial Pesticide Applicators License for use of restricted pesticides in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA) with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Copies of the required license shall be submitted to the Director of Maintenance before the first application is performed.
- 1.5 The work described in this attachment is divided into the following categories and corresponding Pay Items (See section 3.0 below):
  - 107-11A Fence Line Herbicide paid per Schedule of Values Table A: Cost per Cycle (4 cycles per year)
  - 107-11B Aquatic Herbicide for pond outfall ditches, roadside ditches, drainage structures and side drains. Paid per Schedule of Values Table A: Cost per Cycle (4 cycles per year)

AT11-1 VER 9-20-21

107-11C Roadside Herbicide (Pavement, under guardrail, and all other locations per scope) paid per Schedule of Values - Table A: Cost per Cycle (6 cycles per year)

107-11D MSE and Sound Wall Herbicide paid per Schedule of Values - Table C: Cost per Cycle (6 cycles per year)

The Contractor shall include each of the above items in the Annual Work Plan. The Contractor shall also provide a two week look ahead schedule to the Director of Maintenance at least 2 weeks in advance of the date, time and location where the herbicide will be applied. The Contractor shall submit a list of chemicals he plans to use as part of the two week look ahead schedule. No herbicide shall be applied until this process is completed. The Contractor shall only use herbicides that are in compliance with both State and Federal Law. All herbicides shall be applied in accordance with the manufacturer's directions and in compliance with State and Federal Law.

# 2.0 Additional Contractor Responsibilities

#### 2.1 Frequency

All areas defined above shall receive the specified treatments using an appropriate pre-emergent / post-emergent herbicide. All herbicide applications shall be included in the Annual Work Plan. The contractor shall apply herbicide with a sufficient dosage to keep all items specified in section 1.1 above virtually weed free. Failure to complete the work per the time frames agreed to in the Annual Work Plan shall result in a Liquidated Damage PF-3 (See Scope of Services 5.5). Liquidated damages shall be applied on a per Pay Item basis.

#### 2.2 Materials

All chemicals shall be commercial quality complying with the herbicide laws of the State of Florida. Prior to the first use of any product on the CFX system, the Contractor shall submit to the Director of Maintenance for acceptance, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed locations, application rates and application equipment for all chemicals intended for use. All chemical applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. When chemicals are used around guardrail, curbs and miscellaneous obstructions, use a tracker dye to highlight the area(s) sprayed. Tracker dye shall not be used when applying chemicals on painted barrier walls, sound walls, MSE walls or any other painted surfaces. The Contractor shall select herbicides that will provide a effective kill of the targeted vegetation. If the subject herbicide

AT11-2 VER 9-20-21

application does not provide an effective kill, additional treatments shall be applied as appropriate at no additional cost to CFX.

# 2.3 Equipment

All chemical applicator personnel shall also have all of the equipment required to correctly mix and apply all chemicals intended for use (measurement devices, personal safety equipment, and application devices). Use equipment specifically designed for commercial application of chemicals. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Director of Maintenance.

# 2.4 Method of Application

- 2.4.1 Use the FDOT publication called *A Guide for Roadside Vegetation Management, 2012 Edition*, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as the standard reference in determining desirable treatments.
- 2.4.2 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations.
- 2.4.3 All chemical applications performed in areas specified in Section 1.1 above, shall be performed in a "spot treatment" method. Any other method of chemical application must be approved by the Director of Maintenance prior to the beginning of work.
- 2.4.4 Contractor shall replace desirable trees, shrubs, or other plants, at no cost to CFX that are injured or lost due to the Contractor's negligence in the application of chemicals.
- 2.5 The Contractor shall complete a daily FDOT Herbicide Application Log for each location where chemical applications are being performed. The forms must be thoroughly and accurately filled out prior to submittal. The Contractor shall submit completed forms to the Director of Maintenance on a weekly basis. These forms shall be forwarded via email to the Director of Maintenance by the following Monday for the previous week's applications.
- 2.6 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections; areas that are determined to be unacceptable shall be treated again at no additional cost to CFX.

AT11-3 VER 9-20-21

#### 3.0 Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

- Item No. 107-11A Fence line Herbicide paid per Schedule of Values Table A: Cost per Cycle
- Item No. 107-11B Aquatic Herbicide for pond outfall ditches, roadside ditches, drainage structures and side drains paid per Schedule of Values-Table A: Cost per Cycle
- Item No. 107-11C Roadside Herbicide (Pavement, under guardrail, and all other locations per Scope) paid per Schedule of Values Table A: Cost per Cycle
- Item No. 107-11D MSE and Sound Wall Herbicide paid per Schedule of Values Table C: Cost per Cycle

END OF SECTION

AT11-4 VER 9-20-21

#### Attachment 12 GRAFFITI AND STAIN REMOVAL

#### 1.0 <u>Description</u>

1.1 Provide all labor, materials, equipment and incidentals necessary to perform pressure cleaning and/or painting of bridges, including beams and columns, concrete barrier walls, sound walls, cladding walls, planter walls, concrete slopes, and reinforced/ retained earth wall faces and other structures to remove graffiti and other unsightly stains and markings.

#### 2.0 <u>Contractor Responsibilities</u>

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 Clean surfaces using equipment appropriate for removal of the graffiti or other unsightly stains and markings to include entertainer/campaign posters. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning, pressure washing, or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and accepted by the Director of Maintenance prior to use. Do not use hydrocarbon solvents.
- 2.3 Graffiti removal is considered an Emergency Response Activity. Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after discovery or notification. Graffiti determined to be profane or offensive by the Director of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of discovery or notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. Non-painted decorative surfaces shall be cleaned and not painted. Means and methods are up to contractor, CFX will not accept unpainted areas to be painted. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew. Completion of routine work shall not be affected by the need to perform emergency work.

Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.9).

2.4 Apply the following finishes where applicable:

AT12-1 VER 9-20-21

- 2.4.1 All painted concrete surfaces shall be painted to cover up any markings. This can include but not limited to traffic accidents, rubber tire markings (as directed by the Director of Maintenance), fires, etc.
  - 2.4.2 Concrete surfaces shall receive a Class 5 finish in accordance with the FDOT Standard Specifications. Cleaning, surface preparation, application rates shall be in accordance with manufacturers recommendations. Class 5 concrete coatings materials may be obtained from Sherwin Williams B66-1100 series.

Dark Brown – Color 23446 Light Brown – Color 23690 Dark Green – Color 24227 Light Gray – Color 26622

- 2.4.2 Structural steel surfaces shall receive maintenance painting in accordance with the applicable FDOT Standard Specifications.
- 2.4.3 Painted concrete surfaces

Ambient Conditions Follow Manufacturer's recommendations

Do not apply any paint that contains more than 100 ppm lead.

Remove any paint that curls or lifts after application and repaint the areas as per CFX Specification and/or CFX Design Standard.

The color and scheme of the finish coat(s) shall match existing. Coating thickness and cure time shall be per manufacturer's recommendations.

Coating Materials: Concrete coatings materials may be obtained from Sherwin Williams B66-1100 series.

Dark Brown – Color 23446 Light Brown – Color 23690 Dark Green – Color 24227 Light Gray – Color 26622

- 2.5 Collect all debris resulting from the cleaning process and remove from the CFX right-of-way at the end of each workday.
- 2.6 Painted areas shall be comprised of complete panels or sections. Spot painting will not be accepted. Completed areas of work shall be free from graffiti and stains after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to CFX.

AT12-2 VER 9-20-21

#### 3.0 Special Maintenance Requirements

S.R. 429 (Wekiva Parkway) from US 441 to the north includes cast stone ornaments, precast concrete panels (architectural), simulated stone masonry, and concrete staining that were constructed using special aesthetic plans and specification that are included as part of this Attachment and shall be used to maintain these aesthetic features.

#### 4.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT12-3 VER 9-20-21

#### Attachment 13 PRESSURE WASHING

#### 1.0 <u>Description</u>

1.1 Provide all labor, materials, equipment and incidentals necessary to perform pressure washing of bridges, including beams and columns, concrete barrier walls, sound walls, cladding walls, planter walls, concrete slopes, and reinforced/retained earth wall faces, and other structures as identified in the Contract Scope of Services.

#### 2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 Clean surfaces using equipment appropriate for cleaning of the structure including unsightly stains, markings, graffiti and entertainer/campaign posters. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning, pressure washing, or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and reviewed by the Director of Maintenance prior to use. Do not use hydrocarbon solvents.
  - 2.2.1 The following CFX Infrastructure shall be pressure washed:
    - Bridge Areas: Bridges, cladding enclosures, MSE walls and sidewalks under and directly adjacent (attached) to CFX bridges. These items shall be pressure washed annually.
    - Sound walls (including traffic barrier when connected to sound wall). These items shall be pressure washed annually.
- 2.3 Collect all debris resulting from the cleaning process and remove from the CFX right-of-way at the end of each workday.
- 2.4 All areas defined above shall be included in the Annual Work Plan. Failure to complete the work per the time frames agreed to in the Annual Work Plan shall result in a Liquidated Damage PF-1 (See Scope of Services 5.5). Liquidated damages shall be applied on a per day per location basis.

AT13-1 VER 9-20-21

#### 3.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 107-15 Pressure Washing of Structures paid per Schedule of Values - Table A: Cost per Cycle

END OF SECTION

AT13-2 VER 9-20-21

#### Attachment 14 ASPHALT-IN-PLACE REPAIR

#### 1.0 <u>Description</u>

1.1 Provide all labor, materials, equipment, and incidentals necessary to perform the work as specified herein. For milling and asphalt paving operations, the Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT).

The work required by the Contractor will typically fall into the following categories:

- A. Routine Asphalt Pavement Repair (No Milling): This work typically includes the repair of potholes, rutting in travel lanes, sealing of cracks within the travel lanes, settled or depressed pavement, raveled pavement etc.
- B. Repair (milling and replacement) of asphalt pavement that is damaged by vehicle accidents, spills, fire or other conditions as determined by the Director of Maintenance. This work is administered in accordance with article 2.8 of the Scope of Services.
- 1.2 Premature friction course failures caused by original construction or material deficiencies will not be the responsibility of the Contractor. At locations where settlement of the pavement (such as at bridge approach slabs), pot holes, depressions/settlement or raveling occurs, the Contractor shall make repairs as directed by the Director of Maintenance.

#### 2.0 Contractor Responsibilities

#### 2.1 Milling

#### 2.1.1 Method of Operation

Remove existing pavement to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified by the Director of Maintenance.

Establish the longitudinal profile of the milled surface by a skid sensor on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by a second skid sensor near the outside edge of the cut or by an automatic cross slope control mechanism.

AT14-1 VER 9-20-21

Multiple cuts may be made to achieve the required pavement configuration or depth of cut.

Operate the milling machine to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Place temporary pavement markings to match existing lane lines.

#### 2.1.2 Equipment

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface.

If the machine is equipped with preheating devices, special attention is directed to the fact that local environmental and other regulations governing the operation of this type equipment may vary considerably at each location. Comply with all local regulations, as well as State and Federal rules, and obtain all necessary permits.

#### 2.1.3 Milled Surface

The milled surface shall have a reasonably uniform texture which will provide good bonding, shall be within 1/4 inch of the true profile grade, and shall have no deviations in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above states tolerate may be accepted without correction if the Director of Maintenance determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile as determined by the Director of Maintenance.

The Director of Maintenance may require re-milling of any area which a surface lamination causes a non-uniform texture to occur.

#### 2.2 Overlaying and Patching

#### 2.2.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high quality and smooth riding asphalt overlay or patch.

AT14-2 VER 9-20-21

The following is a basic and minimum procedure to be used to accomplish specific work.

- a. Establish traffic control
- b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
- c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Maintenance.
- d. Apply light tack coat.
- e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular and shall not present a bump or depression and shall provide a smooth ride and transition.

Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Maintenance.

#### 2.3 Materials

Use only materials conforming to the requirements of the specifications and approved by the Director of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Maintenance for approval prior to using the material on the project.

Unless otherwise specified, construct asphalt pavement with the following limitations:

- (i) Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
- (ii) The use of reclaimed asphalt shall meet the requirements of the FDOT Standard Specifications.
- (iii) Layer thickness for asphaltic concrete structural courses shall comply with the FDOT Standard Specifications.
- (iv) Friction course material shall not be used for base, leveling or as a structural course.

AT14-3 VER 9-20-21

Random testing of materials may be performed by the Director of Maintenance at any time during their preparation and used to verify compliance with the FDOT Standard Specifications.

2.4 Perform work in accordance with the FDOT Standard Specifications unless amended in this Attachment. References in the incorporated sections to the Engineer shall be taken to mean the Director of Maintenance.

In Standard Specification Section 327, Milling of Existing Asphalt Pavement, all references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Director of Maintenance.

Maintenance of traffic shall be in accordance with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic

2.5 For milling existing asphalt pavement, mill existing asphalt pavement, haul off and stockpile or otherwise dispose of the milled material, including temporary striping and removal of existing reflective markers. Disposal at an appropriate site off the CFX right-of-way shall be the sole responsibility of the Contractor.

#### 3.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT14-4 VER 9-20-21

## Attachment 15 MECHANICAL ROAD SWEEPING

#### 1.0 <u>Description</u>

Provide all labor, materials, equipment, and incidentals necessary to perform routine mechanical road sweeping to protect the roadways from excessive accumulation of debris along the roadways and ramps. The term debris includes all materials normally picked up by a mechanical sweeper such as sand, glass, paper, cans, and other materials. It also includes large limbs, wood, cable, and other materials in the areas to be swept.

#### 2.0 <u>Contractor Responsibilities</u>

2.1 These specifications are end-result oriented. Although the sweeping activity is expected to be accomplished by mechanical means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Director of Maintenance regardless of the number of sweeping passes required to achieve the specified quality. All sweeping equipment will be equipped and actively monitored with GPS tracking devices. The Contractor shall provide a GPS tracking report with each cycle invoiced that include location, coverage and speed data for each piece of sweeping equipment.

#### 2.2 Areas to be maintained:

- 2.2.1 Perform sweeping and/or cleaning on the following designated areas of the highways:
  - (i) Along all outside and median paved shoulders, for the full length and width of the shoulder.
  - (ii) At all paved gore areas where interchange ramps converge and diverge from the through traffic lanes for the full width of the gore.
  - (iii) Along all concrete median barrier walls for the full length of the wall (full width).
  - (iv) Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulders.
  - (v) Along all pavements including mainline pavements, bridges and interchange ramps at places where foreign matter has accumulated thereon.

AT15-1 VER 9-20-21

- (vi) Along all curbs in any of the above areas.
- (vii) Along all bridge curbs and shoulders paralleling and adjacent to the traffic lanes.

#### 2.3 Quantity and Frequency of Sweeping

Begin each sweeping cycle in accordance with the Contractor's approved Work Plan. The total number and the timing of cycles will be as follows:

- SR 414, SR 429, SR 451, SR 453: Mainline: 1 complete cycle every 2 weeks
- SR 414, SR 429, SR 451, SR 453: Ramps: 1 complete cycle every 2 weeks

The actual number of sweeping cycles may be increased or decreased as directed by the Director of Maintenance. Failure to complete the work within the time frames above will result in a Liquidated Damage PF-2 (See Scope of Services 5.5) per location per day.

#### 2.3.1 Emergency Response

In the event of a major accident/spill, the Contractor shall respond within 1 hour upon notification. Before leaving the accident/spill site, the Contractor shall ensure that the road surface is free of debris and any fluids that can cause an unsafe condition. Sand or any other absorbent material used in the clean-up shall be collected and deposited in an approved collection facility. Failure to complete the work per the time frame above shall result in a reduction of compensation as defined in the Scope of Services (5.3.9).

#### 2.4 Equipment

- 2.4.1 Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If in the opinion of the Director of Maintenance the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, provide additional equipment as directed by the Director of Maintenance. The Contractor will properly maintain all safety devices at all times while the equipment is in use.
- 2.4.2 The Contractor will remove any equipment that does not meet the requirements of section 2.4.1 above until the deficiency is corrected.
- 2.4.3 Do not use equipment which damages the pavement or turf. If this occurs, fix or replace damaged areas at no cost to CFX.

AT15-2 VER 9-20-21

2.4.4 All sweeping operations must comply with the FDOT Standard Plans including the Maintenance of Traffic requirements.

#### 2.5 Safety

In the event that an accident occurs involving the Contractor's equipment while the equipment is being used to accomplish authorized work, no relief in responsibility for work performance will be granted to the Contractor.

#### 2.6 Method of Operations

- 2.6.1 Perform all non-emergency sweeping cycles at night beginning no earlier than 10:00 PM and completed no later than 6:00 AM, Sunday night through Thursday night unless otherwise approved in writing by the Director of Maintenance.
- 2.6.2 Complete each sweeping cycle in its entirety prior to beginning another cycle.
- 2.6.3 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc., that cannot be traversed by the sweeper including the area under guardrail on paved shoulders. Remove any item such as newspaper, magazines, large boxes, etc., that would be torn, ripped, scattered or further subdivided by the sweeper that will result in an objectionable appearance.
- 2.6.4 Dispose of debris properly and in accordance with state and local rules and regulations in effect at the time of disposal.
- 2.6.5 Load, haul and dispose of all accumulated material to an approved disposal site outside the project limits.
- 2.6.6 Do not create excessive airborne dust or other particulates. Use equipment supplied with functioning water spray equipment normal to the industry for dust control.
- 2.6.7 During periods of sweeping operations, consult with the Director of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-sweep these areas so that the total sweeping cycle may be completed in a satisfactory manner within the specified time.

AT15-3 VER 9-20-21

2.6.8 Sweep around vehicles that are parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.

#### 2.7 Limitation of Operation

- 2.7.1 For all sweeping operations, operate the equipment in the direction of the traffic. Comply with the FDOT Standard Plans.
- 2.7.2 When necessary for sweeping equipment to cross the travel way, select a location that provides a minimum of 500 feet of unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings. U-turns are not permitted.

#### 3.0 <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

All sweeping equipment will be equipped and actively monitored with GPS tracking devices. The Contractor shall provide a GPS tracking report with each cycle invoiced that include location, coverage and speed data for each piece of sweeping equipment. Payment will be based on the information provided by the GPS records and CFX's observations a quality cycle (or portion thereof) being performed

Payment will be made under:

Item No. 107-14A Mechanical Road Sweeping of Mainline Roadways paid per Schedule of Values - Table A: Cost per Cycle

Item No. 107-14B Mechanical Road Sweeping of Ramps paid per Schedule of Values - Table A: Cost per Cycle

END OF SECTION

AT15-4 VER 9-20-21

## Attachment 16 REPAIR AND RESTORATION OF SLOPES, SHOULDERS AND ROADSIDE DITCHES AND CANALS

#### 1.0 <u>Description</u>

Provide all labor, materials, equipment, and incidentals necessary to repair and/or restore roadway shoulders, slopes, and roadside ditches including clearing and grubbing, site preparation, hauling, grading, stabilizing, sodding, seeding and mulching, miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, and riprap. Finished work shall generally conform to the lines and grades shown on the original approved for construction drawings. CFX will be responsible to secure and pay for any required environmental and water management permits for the work covered under the Contract.

#### 2.0 <u>Contractor Responsibilities</u>

- 2.1 Comply with both the requirements of the FDOT Standard Plans, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein.
- 2.2 Blade down high points of shoulders, slopes, and accessible ditches, and rough grade, remove, and haul unsuitable material to appropriate disposal sites provided by the Contractor. Retain material on site for use as needed. The Director of Maintenance will make a determination as to the suitability of the retained material, which may be used as either stabilizer or backfill. Dispose of all suitable surplus material or uniformly spread in areas approved by the Director of Maintenance.
- 2.3 Place suitable material in low points of shoulders, slopes, and ditches, and rough grade and mix with existing material. Furnish suitable borrow or topsoil material necessary to complete the work if sufficient material is not available on site.
- 2.4 Roll completed shoulder areas with pneumatic-tired equipment.
- 2.5 Grade site(s) to meet adjacent contours and provide flow for surface drainage. Provide and maintain all measures required for the prevention, control and abatement of erosion and water pollution.
- 2.6 Place miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, sod, riprap and sand-cement filler as necessary to restore area to its original constructed condition (CFX to provide Original Contract Plans upon request).
- 2.7 Use water sprinkling or other suitable method to limit the amount of dust and dirt

AT16-1 VER 9-20-21

- rising and scattering in the air to the extent practical for the conditions of the work.
- 2.8 Use flowable fill (FDOT Standard Specification 121) and/or pressure injected grout as appropriate to fill voids in bridge approaches and at other locations as necessary or requested by the Director of Maintenance.
- 2.9 Perform work in accordance with the appropriate sections of the FDOT Standard Specifications for Road and Bridge Construction and FDOT Standard Plans, current editions at Contract execution, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the incorporated sections to the Engineer shall be taken to mean the Director of Maintenance or designated representative. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.
- 2.10 Repair damage caused by operations to adjacent facilities. Do not use equipment that damages the pavement or turf area.
- 2.11 Leave site(s) in clean condition free from materials, rubbish, and debris. Grade site(s) to meet adjacent contours and provide flow for surface drainage.
- 2.12 When cleaning and reshaping ditches, clear wet ditches and/or canals of vegetation and reshape them to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
- 2.13 For ditch construction, construct ditches and/or canals to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
- 2.14 Install lime rock material and compact to a firm and unyielding base. Compaction will be based on visual inspection by the Director of Maintenance or authorized representative in lieu of density testing.

AT16-2 VER 9-20-21

#### 3.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT16-3 VER 9-20-21

## Attachment 17 DRAINAGE SYSTEM REPAIR AND CLEANING

#### 1.0 <u>Description</u>

Provide all labor, materials, equipment, and incidentals necessary to perform jet/vacuuming and cleaning drainage pipe, catch basins, junction boxes, and associated grates; clean underdrains; clean ditch pavement; repair or replace skimmers with fiberglass; and adjust manholes and inlets. Perform minor repairs (replace broken frames and/or missing grates, reset frame and grate, patch spalled areas and seal cracks in structures).

#### 2.0 <u>Contractor Responsibilities</u>

- 2.1 Comply with the requirements of the FDOT Standard Plans.
- 2.2 The Contractors daily road patrol shall look for any drainage inlets that are clogged or restricting the flow of stormwater into drainage system. These items when found, will be addressed on the day of discovery.
- 2.3 Perform a quarterly visual inspection of all drainage inlets and outlets within the Contract limits to ensure they are not blocked or restricting drainage system functionality. The Contractor shall provide the results of this inspection to the Director of Maintenance within 14 calendar days of completion.
- 2.4 Clean drainage systems and structures using equipment appropriate for the required cleaning operation. Unit shall be equipped with an evacuating system large enough to handle the quantity of water used to clean the systems and the resulting debris.
- 2.5 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.
- 2.6 Respond to emergency situations with sufficient resources to clear the drainage system and restore positive drainage as required. Response time to a site shall be 2 hours or less after notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.9).
- 2.7 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.
- 2.8 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.
- 2.9 Do not use equipment which damages the pavement or turf. If this occurs, repair

AT17-1 VER 9-20-21

or replace damaged areas at no cost to CFX.

- 2.10 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to CFX. The Director of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.
- 2.11 Make necessary miscellaneous repairs to drainage system components. Repairs include, but are not limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God. Repairs that are required due to the negligence of the Contractor shall be repaired by the Contractor at no cost to CFX.
- 2.12 Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.

#### 3.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT17-2 VER 9-20-21

## Attachment 18 CONCRETE REPAIRS AND JOINT SEALING

#### 1.0 <u>Description</u>

Provide all labor, materials, equipment and incidentals necessary to seal joints on bridges, roadways, slope pavement, and reinforced earth retaining walls. Patch spalled areas on bridge decks, pier caps, handrails, concrete pavement and the partial or total replacement of roadway slabs.

#### 2.0 <u>Contractor Responsibilities</u>

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- When working over or in a travel lane, close that lane to traffic and use proper traffic control devices in accordance with the FDOT Standard Plans.
- 2.3 Joint Repairs on Bridge Decks: Furnish a Type D silicone sealant material with backer rod as required. The Type D silicone sealant material used in the system shall be Dow Corning (DOW 902 RCS) and meet the requirements of Section 932 of the FDOT Standard Specifications.
  - 2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy-duty bridge seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.
  - 2.3.2 Where applicable, accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Form a joint in the new widened portion of the deck to match existing. Saw cut will be allowed.
  - 2.3.3 All joints shall be cleaned and prepped in accordance with 2.4.2 below. All seals shall be installed in conformance with the manufacturer's recommendations, including adjustments for temperature variances
  - 2.3.4 Compression seals shall be continuous from gutter to gutter on the bridge.
  - 2.3.5 Restore spalled areas of existing edge of deck slab, using approved methods and materials, before saw cutting the joint.
- 2.4 Joint Repairs on Bridge Approaches and Concrete Pavement:

AT18-1 VER 9-20-21

- 2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).
- 2.4.2 Clean joints before applying new material. The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.
  - 1. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
  - 2. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.
  - 3. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
  - 4. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
  - 5. Mix the sealant (Dow Corning 902 RCS) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.
- 2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.
- 2.4.4 Furnish a Type D silicone sealant material with backer rod as required. The Type D silicone sealant material used in the system shall be Dow Corning (DOW 902 RCS) and meet the requirements of Section 932 of the FDOT Standard Specifications.
- 2.5 Joint Repairs on Slope Pavement and Miscellaneous Concrete:
  - Repair procedure generally follows that specified for bridge approaches and concrete pavement in paragraph 2.4 above.
- 2.6 Repairs to Concrete Bridge Deck, Concrete Roadway Slabs, Pier Caps, Handrails:

AT18-2 VER 9-20-21

- 2.6.1 Remove unsound concrete and perform repair per the manufacturer's product specifications.
- 2.6.2 Patching material shall be on the FDOT Approved Products List (APL). Place patch material and finish consistent and level with surrounding pavement, deck or other surface.
- 2.7 Removal and Disposal of Joint Materials

Remove and properly dispose of old joint material.

- 2.8 Collect all debris resulting from the work and remove from CFX right-of-way.
- 2.9 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to CFX.

#### 3.0. Basis of Payment:

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT18-3 VER 9-20-21

## Attachment 19 TREE TRIMMING AND REMOVAL

#### 1.0 <u>Description</u>

1.1 Trim desired trees and brush or remove undesired trees and brush and dispose of resulting waste and debris. Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in "The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices" (ANSI A300-2014). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys, landscape areas, etc.) to the Director of Maintenance. Replace any fence, fence post or other appurtenance found damaged after beginning work at no cost to CFX.

#### 2.0 <u>Contractor's Responsibilities</u>

- 2.1 Tree trimming and removal shall be required to maintain visibility and clear obstructions from signs, lighting, roadway surveillance cameras, guardrail, fences and other roadway features. Tree trimming may be required to remove dead, decaying, dying or diseased branches or trees or as may be directed by the Director of Maintenance.
- 2.2 Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use. Cut and trim the trees to the height and width desired using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.
  - Do not use equipment on CFX right-of-way that damages the pavement, curbs or turf area. Repair damage resulting from work activities at no cost to CFX before resuming project activities.
- 2.3 Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required.

AT19-1 VER 9-20-21

- 2.4 Trim the trees to the height and width required to clear the obstruction as directed by the Director of Maintenance. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches. Cut and remove all branches or limbs in accordance with ANSI A300 Standards. Topping or heading back is not allowed. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb. Do not cut limbs back to stubs. When practical, cuts will be made in accordance to A-300 Standards, and the natural shape and structure of the tree should be maintained.
- 2.5 Remove trees by severing and lowering to the ground suitable sized sections of limbs or trunk. Use suitable ropes, slings, guidelines and block and tackle to safely lower the severed branches and trunk sections. Cut the main trunk at or below the ground surface. Treat the stumps with an herbicide labeled for stump use. Use of soil sterilant or residual type materials will not be permitted.
- 2.6 Brush Removal: Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps or debris.
- 2.7 Tree and Brush Removal from Fence Lines: Cut and remove trees and brush within the right-of-way and adjacent to the fence creating a corridor measuring ten (10) feet in width and 15 feet in height. The corridor should be cut to avoid the trees marked by the Director of Maintenance not to be removed while maintaining a clear corridor to the dimensions stated above. Cut and remove trees and brush diagonally from the roadway to the right-of-way fence creating access corridors (10 feet in width and 15 feet in height at intervals of not more than (2000 feet, or as required by outfall ditches, natural drains, or other intersecting roadways, railroads, etc.
- 2.8 Stump Removal: Remove stumps (including protruding roots and debris) to a depth of (12-inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.
- 2.9 Disposal of Debris: Dispose of all debris and waste in compliance with all local, state and federal regulations. Debris may be stockpiled in the CFX right-of-way for a period of time determined by and with the written approval of the Director of Maintenance. With the approval of the Director of Maintenance, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in CFX right-of-way.
- 2.10 Quality: Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

AT19-2 VER 9-20-21

#### 3.0. <u>Basis of Payment:</u>

Price and payment will be full compensation for all work specified in this section.

Payment will be made under:

Item No. 999-10-11 Roadway and Bridge Asset Maintenance Services (LS)

END OF SECTION

AT19-3 VER 9-20-21

## CONSENT AGENDA ITEM #14

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO:

**CFX Board Members** 

FROM:

Aneth Williams///

Director of Procurement

DATE:

May 23, 2023

SUBJECT:

Approval of Supplemental Agreement No. 1 with Convergint Technologies LLC

for Systemwide Electronic Security System Services

Contract No. 001969

Board approval of Supplemental Agreement No. 1 with Convergint Technologies LLC for a not-to-exceed amount of \$27,471.11 is requested. The original contract was for three years.

The work to be performed includes access control security services.

Original Contract

Supplemental Agreement No. 1

Total

\$ 450,000.00

27,471.11

477,471.11

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Glenn Pressimone, P.E.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Electronic Security System Services

Contract No. 001969 Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 8th day of June 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and CONVERGINT TECHNOLOGIES LLC (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated December 8, 2022 to provide systemwide electronic security system services, in Orange County, Florida.

- 1. CFX wishes to expand the Scope of Work to have the Consultant provide and install access control for the second floor at CFX Headquarters for an increase in the Contract amount of \$27,471.11, as detailed in the attached Exhibit A, with no increase in Contract time.
- 2. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1	
Contract Name: Systemwide Electronic Secu	urity System Services
Contract No.: 001969	
Amount of Changes to this document:	\$27,471.11
This Supplemental Agreement No. 1 entered in	into as of the day and year first written above.
CENTRAL FLORIDA EXPRESSWAY AU	JTHORITY
D	
By: Aneth Williams, Director of Procur	rement
CONVERGINT TECHNOLOGIES	
By:Signature	
Signature	
Print Name:	
Title:	
Witness:	<u> </u>
Witness:	_
	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on
	this day of, 2023 for its exclusive use and reliance.
	By:

## **AGREEMENT**



#### AND

#### **CONVERGINT TECHNOLOGIES LLC**

#### SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

CONTRACT NO. 001969

CONTRACT DATE: DECEMBER 8, 2022 CONTRACT AMOUNT: \$450,000.00

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES CONTRACT NO. 001969

This Cooperative Purchase Agreement ("Contract") is made this 10<sup>th</sup> day of November 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and CONVERGINT TECHNOLOGIES LLC, 6200 Lee Vista Blvd, Suite 700, Orlando, FL 32822, hereinafter the CONTRACTOR:

#### WITNESSETH:

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

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

**WHEREAS,** CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide systemwide electronic security system services; and,

WHEREAS, on or about April 1, 2022 the CONTRACTOR entered an agreement with Region 4 Education Service Center ("Region 4 ESC") under its Contract No. R2207-02 to provide substantially the same services as required by CFX, a copy of which is attached hereto as Exhibit 2 and incorporated herein by reference ("Region 4 ESC Contract"); and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Region 4 ESC for substantially 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 Region 4 ESC; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in the Region 4 ESC Contract and pricing proposal attached hereto as Exhibit 1 and incorporated herein by reference ("Pricing Proposal"),

**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 REGION 4 ESC Contract.

#### 2. ADOPTION OF TERMS IN THE REGION 4 ESC CONTRACT

The parties adopt all parts of the Region 4 ESC Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

- 2.1 The terms "Region 4 ESC", in the Region 4 ESC Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX".
- 2.2 The total amount of the Contract will be a not-to-exceed amount of \$450,000.00 ("Contract Amount") for the initial term. The CONTRACTOR agrees to provide the services for the price set forth in the CONTRACTOR's Pricing Proposal. The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.

Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a digital copy (via e-mail) of each monthly invoice to Billing@CFXway.com. The invoice shall include the CFX contract number, and a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

2.3 Section 32 – Certificates of Insurance, Central Florida Expressway Authority shall be the Additional Insured for the entire length of the Contract.

#### 3. PUBLIC RECORDS RETENTION

Pursuant to Section 119.0701(2), Florida Statutes, 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, an excerpt of which is below.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 690-5000, Email: PublicRecords@CFXWay.com,

## Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

119.0701(2) Contract requirements.

- (b) . . . [t]he 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.

119.0701(3) Request for records; noncompliance.

- (a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- (b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.3.18.2 The obligations in Section

3.18.1 shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention periods.

#### 4. SERVICES TO BE PROVIDED

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

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract,

CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to 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.

#### 5. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the terms and conditions of the Pricing Proposal and Region 4 ESC Contract.

## 6. 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."

#### 7. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or

other individuals assigned to CFX 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. CFX reserves the right to require replacement of any individual for any reason with or without cause.

#### 8. CONTRACTOR RESPONSIBILITY

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

- 8.1 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
- 8.2 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.
- 8.3 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.

#### 9. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

#### 10. MEDIA RELEASES

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

#### 11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are

generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

- 11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**
- 11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**
- 11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**
- 11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**
- 11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**
- 11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

### 12. PERMITS, LICENSES, ETC.

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

### 13. 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.

### 14. NONDISCRIMINATION

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

### 15. SUBLETTING AND ASSIGNMENT

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

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

### 16. DISPUTES

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

discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

### 17. PREVAILING PARTY ATTORNEY'S FEES

Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, if any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal CONTRACTOR, 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.

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

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Price Proposal.

### 20. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations

respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

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

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

### 23. 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:

23.1 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

- 23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
  - 23.4 Obligations upon expiration or termination of the Contract; and
- 23.5 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.

### 24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 24.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 24.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

### 25. 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 subcontractors 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.

### **26. ASSIGNMENT**

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

### 27. 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.

### 28. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Contract may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

### 29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Contract for breach of contract if the CONTRACTOR:

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

### 30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions 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: Director of Maintenance

CONTRACTOR: Convergint Technologies, LLC

6200 Lee Vista Blvd., Suite 700

Orlando, FL. 32822 Phone: 407-734-0347 Attention: Ali Santiago

Ali.santiago@convergint.com

### 31. ENTIRE CONTRACT

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

### 32. EXHIBITS

This Contract references the exhibits listed below.

- 1. Region 4 ESC Contract
- 2. CONTRACTOR proposal dated October 19, 2022

[ SIGNATURES TO FOLLOW ]

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

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams	Digitally signed by Aneth Williams Date: 2023.04.26 15:19:23 -04'00'
Aneth Williams, Director	of Procurement
Andrew P Williams Contact Bass:	y signed by Andrew P Williams -US, E-andy writiams@converginLoom, O-Convergint, drew P Williams - rt 1 Skyline Drive Suite 1025, Lake Mary FL: 32746 - rt 1 Skyline Drive Suite 1025, Lake Mary FL: 32746 - rt 1 Skyline Drive Suite 1025, Lake Mary FL: 32746 - rt 1 Skyline Drive Skyline 1025, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020, 1020
Signat	ture
Andrew P Williams	Transfer and the second
Print N	Name
General Manager	
Title	
ATTEST:	(Seal)
DATE:	*
counsel Express for its ex	ed as to form and legality by legal to the Central Florida way Authority on this day of, 2022 clusive use and reliance.  Ura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.04.26 14:46:38 -04'00'

# CONSENT AGENDA ITEM #15

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: CFX Board Members

FROM: Diego "Woody" Rodriguez, General Counsel WR

DATE: May 25, 2023

SUBJECT: Approval of Interlocal Agreement Between CFX and the Osceola County Tax

Collector (OCTC) to Distribute E-PASS Sticker Tags

Board approval of an Interlocal Agreement for OCTC to distribute E-PASS Sticker Tags at their offices at no cost to CFX is requested.

Reviewed by:

om Chully (May 31, 2023 19:41 EDT)

Tom Chully

Director of Service Strategy

Jim Greer

James Chi

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

www.cfxway.com **EPASS** 

#### INTERLOCAL AGREEMENT

### FOR DISTRIBUTION OF E-PASS STICKER TAGS BETWEEN

#### OSCEOLA COUNTY TAX COLLECTOR

#### AND

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

### BOTH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO CHAPTER 163, PART I, FLORIDA STATUTES.

This Interlocal Agreement (the "Agreement") for distribution of E-PASS Sticker Tags is made and entered into as of the last date of execution below (the "Effective Date"), by and between Bruce Vickers, CFC, CFBTO, ELC., as Osceola County Tax Collector ("OCTC"), and Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Chapter 348, Part III of the Florida Statutes ("CFX"). The OCTC and CFX are sometimes jointly referred to as the "Parties" or individually referred to as a "Party."

### WITNESSETH:

WHEREAS, CFX is entitled to collect toll fees from motor vehicles pursuant to section 348.754(2)(f), Florida Statutes (the "Fees"); and

WHEREAS, CFX operates E-PASS, the first electronic toll collection system in Florida. CFX's E-PASS Sticker Tag is accepted on toll roads and most bridges in Florida, Georgia and North Carolina.

WHEREAS, pursuant to Chapter 320, Florida Statutes, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements and tag transfers, and collecting the fees associated with such transactions (the "Transaction" or "Transactions"); and

WHEREAS, the toll roads in Osceola County that are owned and operated by CFX are All Electronic Tolling (ETC) facilities; and

WHEREAS, OCTC cannot complete a Transaction if the related motor vehicle has outstanding Fees owed to CFX; and

WHEREAS, OCTC and CFX have determined that it would be in the best interest of the public for OCTC to provide CFX's E-PASS Sticker Tags ("E-PASS Sticker Tags") at OCTC offices so customers can automatically pay tolls at a discount without having to pay with cash or receive a Pay By Plate invoice; and

WHEREAS, OCTC and CFX have determined, for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, together the Parties will derive mutually beneficial results by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

#### **TERMS OF AGREEMENT**

- 1. <u>Recitals:</u> The Recitals set forth above are true and correct and incorporated herein.
- Scope of Agreement: The terms of this Agreement shall apply to all E-PASS Sticker Tags
  maintained and distributed by OCTC at its physical offices located in Osceola County. This
  Agreement shall be implemented first at OCTC's Main Office (the "Main Office") located at 2501
  East Irlo Bronson Memorial Highway, Kissimmee, FL 34744. The Parties reserve the right to
  expand this Agreement to OCTC's BVL Branch, St. Cloud Branch and/or Campbell City Branch if
  the Parties mutually agree in writing to do so.
- 3. **E-PASS Sticker Tag Fees:** CFX shall provide OCTC with E-PASS Sticker Tags free of charge.
- 4. Tax Collector Service Charges: OCTC may collect a service charge of One Dollar and fifteen cents (\$ 1.15) per E-PASS Sticker Tag, from each customer (the "Service Charge"), which shall be earned and kept by OCTC upon collection. OCTC shall retain all monies collected via the E-PASS Sticker Tag Service Charges and shall not remit any such monies to CFX. Additionally, the Service Charge shall be adjusted for inflation by adjusting the service charge each July 1 using the April annual increase to the Consumer Price Index for all Urban Consumers (CPI-U) in the South. CFX will notify the OCTC of the new service charge amount by May 31 that will be used starting July 1.

### 5. **Inventory:**

- a. OCTC may submit monthly orders of E-PASS Sticker Tags as outlined in "E-PASS Sticker Tag Distribution between the Central Florida Expressway (CFX) and the Osceola County Tax Collector's Office (OCTC)" procedures document.
- b. Upon receipt of E-PASS Sticker Tags, OCTC shall verify the quantity and inventory sequence match the packing slip provided by CFX. OCTC shall inspect E-PASS Sticker Tags to verify packaging is in good condition.
- c. OCTC shall integrate E-PASS Sticker Tags into their inventory management and securely store E-PASS Sticker Tags.
- d. OCTC shall provide CFX with a monthly report that documents the E-PASS Sticker Tags received by CFX and the number of E-PASS Sticker Tags distributed to customers at OCTC office locations.
- 6. **Not a Purchase Agreement:** This Agreement does not involve the purchase of goods or services by either Party. Rather, OCTC is only collecting a Service Charge hereunder in a fair and equitable manner for the services provided.
- 7. <u>Term of Agreement:</u> The Term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless

either Party gives written notice of its intent to terminate the Agreement pursuant to paragraph 8.

- 8. <u>Early Termination</u>: This Agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction. Notwithstanding, if any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect.
- 9. **Notices:** All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

If to OCTC: Osceola County Tax Collector

2501 East Irlo Bronson Memorial Highway

Kissimmee, FL 34744

Email: <a href="mailto:bvickers@osceola.org">bvickers@osceola.org</a>
Facsimile number: 407-742-4036

If to CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attention: Executive Director Facsimile number: 407-690-5034

With a copy to: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attention: General Counsel Facsimile number: 407-690-5033

Either Party may change the address for notices at any time by notice to the other Party at the most recent address provided by either Party.

- 10. <u>Delegations:</u> The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of OCTC or CFX to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.
- 11. <u>Audits and Inspections:</u> OCTC shall maintain, in accordance with generally accepted accounting principles and procedures, records of all E-PASS Sticker Tags received and distributed, as well as the Service Charges collected pertaining to this Agreement. OCTC shall ensure that such inventory and Service Charge records are available for examination and inspection by CFX during normal business hours.

- 12. <u>Liability:</u> Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. However, nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.
- 13. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature; (2) change in, additions to, or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment, or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power; or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

### 14. Miscellaneous:

- a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the OCTC and CFX.
- c. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Osceola County, Florida.
- e. In the event that any dispute should arise between OCTC and CFX with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- 15. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be recorded in the official records of Osceola County, Florida, and Orange County, Florida. CFX shall be responsible for the recordation and shall furnish OCTC with a recorded copy.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers.

	Osceola County Tax Collector
Witnesses:	
Printed Name:	Printed Name:
or [ ] online notarization, this day of as the Osceola Tax Collector, who is	dged before me by means of [ ] physical presenc 
	(Signature of Notary Public)  (Typed name of Notary Public)  Notary Public, State of Florida  Commission No.:  My Commission Expires:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers.

	Central Florida Expressway Authority
	Michelle Maikisch Executive Director
Witnesses:	
Printed Name:	Printed Name:
or [ ] online notarization, this day of as Executive Director of the CENTRAL FL	edged before me by means of [ ] physical presence, 2023 by Michelle Maikisch ORIDA EXPRESSWAY AUTHORITY, who is as identification (if
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My Commission Expires:
Approved as to form and legality by on thisreliance.	day of, 2023 for its exclusive use and
By:	Lodriguez, General Counsel
Diego woody N	Couriguez, Contorur Courisor

# CONSENT AGENDA ITEM #16

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: **CFX Board Members** 

FROM:

Aneth Williams Director of Procurement

DATE: May 22, 2023

SUBJECT: Approval of KECH, Inc. as a Subconsultant to AECOM Technical Services, Inc.

for General Systems Consultant Services

Contract No. 001215

Board approval of KECH, Inc. as a subconsultant to AECOM Technical Services, Inc. to provide materials and training to support CFX's Customer Relationship Management (CRM) program is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:

Director of IT

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: AECOM	Date: 08/01/2022
CFX Contract Name: General Systems Consultant Services	CFX Contract No.: 001215
Authorization is requested to sublet the services identified below which are approval to sublet services to:	included in the above referenced Contract. Consultant requests
Subconsultant Name: KECH, Inc.	
Address: 965 S Highway 25 W Ste 11, Williamsburg, KY 40769	
Phone No.: 606-703-0347	-
Federal Employee ID No.: 81-3982000	-
Description of Services to Be Sublet: KECH shall develop Customer perform training for 250 users.	Relationship Management (CRM) training materials and
Estimated Beginning Date of Sublet Services: 08/01/2022	
Estimated Completion Date of Sublet Services: 07/31/2026	
Estimated Value of Sublet Services*: \$ Greater than \$25,000 *(Not to exceed \$25,000 without prior Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been advised Contract with the Authority that are applicable to the subconsultant and the	
Requested By:   (Signature of Consultant Representative)  Title: Vice President	
Recommended by:   Refael Millan  (Signature of Appropriate CFX Director/Manager)	Date: Apr 17, 2023
Approved by:   (Signature of Appropriate Chief)	Date: Apr 17, 2023

 ${\bf Attach\ Subconsultant's\ Certificate\ of\ Insurance\ to\ this\ Request.}$ 

### CONSENT AGENDA ITEM #17

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

Director of IT

TO: **CFX Board Members** Aneth Williams FROM: Director of Procurement DATE: May 22, 2023 Approval of Purchase Order to SHI International Corp. for Microsoft Dynamics SUBJECT: and Power BI Licenses Board approval is requested to issue a purchase order to SHI International Corp in a not-toexceed amount of \$707,619.19 for Microsoft Dynamics and Power BI licenses. This will be a cooperative (piggyback) procurement based on the Sourcewell-Technology Catalog Solutions Contract #081419-SHI. This purchase is to continue support for the Customer Relations Management/Operations Software Update. This purchase is included in the Five-Year Work Plan and OM&A Budget. Reviewed by:

# CONSENT AGENDA ITEM #18

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: May 10, 2023

SUBJECT: Approval of Third Contract Renewal with AECOM Technical Services, Inc.

for General Systems Consultant Services

Contract No. 001215

Board approval is requested for the third renewal of the referenced contract with AECOM Technical Services, Inc. in the amount of \$4,500,000.00 for one year beginning August 1, 2023 and ending July 31, 2024. The original contract was for five years with five one-year renewals.

The services to be performed includes contract support for IT, Toll Operations, Intelligent Transportation Systems and Sustainability programs.

Original Contract	\$15,000,000.00
Amendment No. 1	\$ 0.00
First Renewal	\$ 2,000,000.00
Second Renewal	\$ 2,750,000.00
Third Renewal	\$ 4,500,000.00
Total	\$24,250,000.00

This contract is a component of projects in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: /

Bryan/Homayouni, PE

Director of Intelligent Transportation Systems

Jim Greer

Chief Technology/Operations

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



Glenn Pressimone, PE

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 3 AGREEMENT CONTRACT NO. 001215

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of June 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc. hereinafter called the ("Consultant"). CFX and Consultant a re referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

**WHEREAS**, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide general systems consultant services.

**WHEREAS**, the Parties seek 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 Ter**m. CFX and Consultant agree to exercise the third renewal of said Original Agreement, which renewal shall begin on August 1, 2023 and end on July 31, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
- 3. <u>Compensation for Renewal Term</u>. The Consultant 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 \$4,500,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. 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. <u>Counterpart and Electronic Signatures</u>. 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.

### AECOM TECHNICAL SERVICES, INC. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	By: Aneth Williams, Director of Procurement
Print Name:	
Title:	
ATTEST:(SE	EAL)
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, 2023 for its exclusive use and reliance.
By:	
Print Name:	By:
D.	
By:	
Print Name:	

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001215

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** ("Renewal Agreement"), is made and entered into this 9th day of June 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc. hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

**WHEREAS**, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide general systems consultant services.

**WHEREAS**, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

- 1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. Renewal Term. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on August 1, 2022 and end on July 31, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 2. 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"** in an amount up to \$2,750,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement.</u> 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. <u>Counterpart and Electronic Signatures.</u> 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.

CENTRAL FLORIDA EXPRESSWAY

Diego "Woody" Rodriguez, General Counsel

AECOM TECHNICAL SERVICES, INC.

	AUTHORITT
By: 4 Greet Execett	By:  Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.20 17:14:19 -04'00'  Aneth Williams, Director of Procurement
Print Name: M. Janet Everett	
Title: Vice President	
ATTEST: Notary  Secretary or Notary  Secretary or Notary	
If Individual, furnish two witnesses:	to the Central Florida Expressway Authority on this day of, 2022 for its exclusive use and reliance.
By: Mymy & MACHACI S RUILIPS	Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.06.20 16:28:29 -04'00'

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001215

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 AECOM Technical Services, Inc., register 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

"21 APR 21 AM10:27

WHEREAS, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of August 1, 2016, whereby CFX retained the Consultant to provide general systems consultant services.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

- 1. Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term.</u> CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on August 1, 2021 and end on July 31, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term</u>. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$2,000,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. 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. This Renewal will be for ITS services and close-out of IT projects. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
- 5. <u>Counterpart and Electronic Signatures</u>. 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.

AECOM TECHNICAL SERVICES, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: M. Jaret Everett	By:Aneth Williams Digitally signed by Aneth Williams Date: 2021.04.28 16:02:10 -04'00'  Aneth Williams, Director of Procurement
Print Name: M. Janet Everett, P.E.	
ATTEST: Secretary of Notary	*21 APR 21 AM10:27
If Individual furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 22 day of

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

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY GENERAL SYSTEMS CONSULTANT SERVICES AMENDMENT NO. 1 TO CONTRACT NO. 001215

This Amendment No. 1 ("Amendment") is entered into this 14 day of November 2017, by and between the Central Florida Expressway Authority ("CFX") and AECOM TECHNICAL SERVICES, INC. ("Consultant").

### WITNESSETH:

WHEREAS, CFX and the Consultant on June 22, 2016, entered into an agreement ("the Contract") whereby CFX retained the Consultant to perform General Systems Consultant Services; and

WHEREAS, the parties have determined it necessary to revise Exhibit "C", Negotiated Price Proposal, by deleting pages C-50-52, Ciber, Inc. certified wage rates in its entirety and inserting pages 1-5, Ciber Project Area 4: Staff Augmentation — Rate Table November 10, 2016 as provided in Exhibit "A" attached hereto.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to **deleting** page C-50-52, Ciber, Inc. certified wage rates in its entirety and **inserting** pages 1-5, Ciber Project Area 4: Staff Augmentation – Rate Table November 10, 2016 as provided in Exhibit "A" attached hereto. The rates for this Addendum No. 1 are retroactive to October 14, 2016.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment No. 1 and any supplements made previously thereto, the provisions of this Amendment No. 1 shall take precedence.

2017 DEC 11 AM 9:22

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

AECOM TECHNICAL SERVICES, INC.

By:

Print Name:

Title:

Telhen Nappinge

Attest: Kyanar M. Sigma

Title: Office administrator

HARRIET H. STORMS
MY COMMISSION # FF 976764
EXPIRES: June 8, 2020
Bonded Thru Notary Public Underwritters

2017 DEC 11 AM 9:22

REVIEWED AND APPROVED

BY CFX LEGAL

### **CONTRACT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AECOM TECHNICAL SERVICES, INC.

### GENERAL SYSTEMS CONSULTANT SERVICES

CONTRACT NO. 001215

CONTRACT DATE: JUNE 22, 2016 CONTRACT AMOUNT: \$30,000,000.00

(The Contract Amount for the five-year Contract term has a combined upset limit of \$30,000,000.00 between this contract, contract no. 001215, and contract no. 001144, the co-awardee to provide General Systems Consultant Services for CFX.)

# CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND NEGOTIATED PRICE PROPOSAL

Note: This solicitation was procured under RFP-001144R and was awarded to two (2) awardees, HNTB; contract #001144, and AECOM; contract #001215. For ease of reference, the second contract was assigned a separate contract #, 001215. Hence, pages within this document that list contract no. 001144 or 001144R are now referred to contract no. 001215.

# CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND NEGOTIATED PRICE PROPOSAL

### GENERAL SYSTEMS CONSULTANT SERVICES

CONTRACT NO. 001215

**JUNE 2016** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### TABLE OF CONTENTS

Title

Contract

AG-1 to AG-19

Scope of Services

A-1 to A-14

Method of Compensation

B-1 to B-5

Negotiated Price Proposal

On disk Technical Proposal Addenda

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY GENERAL SYSTEMS CONSULTANT SERVICES CONTRACT

This Contract No. 001215 (the "Contract" as defined herein below), is made this 22<sup>nd</sup> day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and AECOM Technical Services, Inc., hereinafter the CONSULTANT:

### WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide general systems consultant services and related tasks as may from time to time be assigned to the CONSULTANT by CFX; and,

WHEREAS, on or about March 28, 2016, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately one of two firms selected to provide said services;

**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 CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONSULTANT, and
- 1.6 The Negotiated Price Proposal (Details, Cost, and Fees)

(collectively, the "Contract Documents").

#### 2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONSULTANT (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. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT 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 CONSULTANT: (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 CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONSULTANT (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 CONSULTANT 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 All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT 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, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT 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 CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. 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 CONSULTANT 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 CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted 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. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

#### 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term has a combined upset limit of \$30,000,000.00 between this contract, contract no. 001215, and contract no. 001144, the co-awardee to provide General Systems Consultant Services for CFX.

- 3.2 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 CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.
- 3.3 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

#### 4. AUDIT AND EXAMINATION OF RECORDS

#### 4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the 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 subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

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

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, 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 subconsultant of another consultant 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.

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.

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.

#### 5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

#### 6. CONSULTANT INSURANCE

CONSULTANT 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. CONSULTANT shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance

coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.
- 6.5 **Professional Liability Insurance** 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.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT 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 CONSULTANT'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 CONSULTANT's policies shall be excess insurance, not contributory.

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

#### 7. CONSULTANT RESPONSIBILITY

7.1 CONSULTANT shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subconsultants to do the same. CONSULTANT shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONSULTANT and its subconsultants and other persons who would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of CONSULTANT and its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible on or adjacent to the areas upon which services are performed;
- 7.2 CONSULTANT shall comply, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
  - (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
  - (ii) all workplace laws, regulations, and posting requirements, and
  - (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
  - (iv) compliance with the public records laws of Chapter 119, Florida Statutes.
- 7.3 CONSULTANT shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONSULTANT, whether such property is owned by CONSULTANT, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONSULTANT or its employees, agents, officers or subconsultants or any other persons for whom CONSULTANT may be legally or contractually responsible.
- 7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 7.5 CONSULTANT shall immediately notify CFX of any material adverse change in CONSULTANT's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONSULTANT, or of the existence of any material impairment of rights or ability of CONSULTANT to carry on as its business and operations are currently conducted.
- 7.6 CONSULTANT shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONSULTANT's employees from leaving CONSULTANT's employ and

taking employment with any successor of CONSULTANT for CFX's roadway and bridge maintenance services.

#### 8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly the Program Manager and Project Managers for each of the five (5) major support categories; Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety (the "Key Personnel") and CONSULTANT's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services.

CONSULTANT 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 CONSULTANT, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below. Key Personnel that are dismissed, shall be replaced by personnel pre-approved by CFX.

Promptly upon request of CFX, CONSULTANT 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 CONSULTANT's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

#### 9. INDEMNITY

The CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

- 9.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),
- 9.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,
- 9.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or
- 9.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

#### 10. PUBLIC RECORDS

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 (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

Notwithstanding Paragraph 11, 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 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, 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, 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 contract, the CONSULTANT 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 CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. In the event the CONSULTANT has public records in its possession, CONSULTANT shall comply with the Public Records Act.

#### 11. MEDIA RELEASES

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

#### 12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX

Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONSULTANT, its employees, agents, officers, and subconsultants may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT, its employees, agents, officers, and subconsultants' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

- 12.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**
- 12.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**
- 12.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONSULTANT Property or any license granted to CFX for use of the CONSULTANT Intellectual Property rights; AND
- 12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONSULTANT, or a third party; or
- 12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; and
- 12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

#### 13. PERMITS, LICENSES, ETC.

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

#### 14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the 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.

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313

as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

#### 15. NONDISCRIMINATION

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

#### 16. NOTIFICATION of CONVICTION of CRIMES

CONSULTANT shall notify CFX if any of CONSULTANT's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

#### 17. SUBLETTING AND ASSIGNMENT

CFX has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not 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.

Notwithstanding the foregoing:

- 17.1 CONSULTANT may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONSULTANT; and
- 17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONSULTANT with the provisions of this Contract with regard to Key Personnel, CONSULTANT 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 subconsultant of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONSULTANT 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 subconsultant shall inure to the benefit of CFX, and

- (ii) shall require the subconsultant to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subconsultant 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, excluding Worker's Compensation, Employer's Liability, and Professional Liability insurances, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
- (iii) shall require the subconsultant 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 subconsultants, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, 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 her/his 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 her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 18. DISPUTES

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

#### 19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where

work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONSULTANT's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONSULTANT shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONSULTANT for expenses or profits related to unfinished work, or for CFX's use of any CONSULTANT materials or equipment on the work sites, including without limitation the CONSULTANT Property and CONSULTANT Intellectual Property.

#### 20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT'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 CONSULTANT to be the prevailing party, CONSULTANT 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 CONSULTANT 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 CONSULTANT in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONSULTANT litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONSULTANT (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT 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 CONSULTANT 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 CONSULTANT'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' CONSULTANT'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, CONSULTANT 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 CONSULTANT agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

#### 21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

#### 22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

#### 23. RELATIONSHIPS

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

CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT'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, subconsultant, 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 CONSULTANT 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, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

#### 25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 25.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and
- 25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; and
- 25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

#### 26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 CONSULTANT 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.

#### 27. INSPECTOR GENERAL

27.1 CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes.

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 22, 2016 contingent upon successful negotiations.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Director of Procurement
Print Name: Robert Johnson
A FORM TEGINIGAL OFFINIOES INC
By: ABORD TECHNICAL SERVICES, INC.
Print Name: STEPHEN NOPPINGER
Title: VICK PRKSIDKWT
ATTEST: Harriet H Storms (Seal)
HARRIET H. STORMS MY COMMISSION # FF 978764 EXPIRES: June 6, 2020 Bonded Thru Notary Public Underwriters Approved as to form and execution, only.
Joseph Hamatore
General/Counsel for CFX

### EXHIBIT "A" SCOPE OF SERVICES

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY GENERAL SYSTEMS CONSULTANT SERVICES CONTRACT NO. 001144R

#### 1.0 GENERAL

The General Systems Consultant (GSC) will have a duty to and relationship with Central Florida Expressway Authority (CFX) and its Staff. This duty and relationship shall obligate the GSC to work day-to-day with CFX staff providing comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems ("Systems") as described in the Scope of Services. The General Systems Consultant supports the Chief of Technology/Operations in much the same way that the General Engineering Consultant (GEC) supports the Director of Engineering.

Services to be provided by the GSC include, but are not necessarily limited to: 1) staff assistance to maintain the integrity of CFX's Computer, Network and Communications Systems; 2) continuing support of Systems integration, operations, maintenance and applications; 3) long-range planning assistance for Systems upgrades; 4) continuing assistance to ensure that CFX's Systems remain current; 5) assisting staff in the planning of future toll collection technology, connected, automated vehicle and autonomous vehicle technology, interoperability with other toll collection and external agencies and for customer support at all service centers and with CFX's website; 6) smart phone technologies and applications; and 7) GSC will interface with the GEC as directed.

To assist CFX in maintaining current and future information technology (IT) systems at optimal efficiency levels, the GSC shall provide expertise in the field of computer hardware and operating systems, modem toll collections systems, telephony/call center system, toll system accuracy testing and analysis, computer programming languages, computer system support utilities and CFX-unique application software, smart phone applications, dashboard development and website development. The GSC shall also provide expertise in the following areas: Information Technology Tolling Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety.

#### 2.0 DESCRIPTION OF CURRENT SYSTEMS

# 2.1 ELECTRONIC TOLL AND TRAFFIC MANAGEMENT (ETTM) SYSTEMS

CFX owns a computerized data collection and processing system, consisting of the necessary hardware and software to accurately and efficiently collect, process, report, and archive traffic, toll revenue, E-PASS Service Center data and system maintenance activity. The system operates on openVMS platforms with server based lane controllers. Note: This is true for the current toll collection system. The new toll collection system will utilize

Hewlett Packard (HP) server-class computers running Microsoft Windows Server operating system and the lanes will be blade-based Infinity hardware running Windows embedded operating system.

### 2.2 TOLL SYSTEM REPLACEMENT (TSR) PROJECT

The Toll System Replacement project (TSR) is a multi-year system wide project to replace CFX's existing toll collection system. The replacement Toll Collection System will include all toll system elements from the lanes and plazas (for all lane types) through to the Toll Host Environment. The Toll Host is the destination for all of the transactions and it also provides management and control of the Roadside Toll Collection System (RTCS). The new Toll Host will be integrated with the legacy back office system which includes the E-PASS Customer Service Center and Violation Processing Center subsystems. In addition to the new roadside components and Toll Host, the new toll collection system will also include an Image Processing Subsystem (IPS), Maintenance Online Management Subsystem (MOMS), Transaction Video Audit Subsystem (TVAS), a Law Enforcement Notification Subsystem (LENS), Reporting and supporting subsystems. Some legacy system components will be retained and integrated into new toll collection system including the legacy AVI readers and ACMs.

The prime contractor for the project is TransCore. Their work includes program management, system design development, system integration and installation, testing and acceptance, training and long-term system maintenance services. The project will also require the contractor to provide an organized, systematic transition process in order to maintain orderly revenue operations during the implementation. The project is still currently in the design phase, which is in the process of being completed. The Factory Acceptance Testing (FAT) is expected to be conducted in the next few months.

# 2.3 VIOLATION ENFORCEMENT SYSTEM (VES)

Currently the VES systems consists of multiple servers; HP hardware on windows based servers, with storage on a Linux based operating system (OS). Note: This is true for the current system. The new image review software and optical character recognition (OCR) engine will utilize HP server-class computers running Microsoft Windows Server operating system.

# 2.4 LOCAL AREA NETWORK (LAN) SYSTEMS

Then LAN is an active directory network with windows servers and workstations. The LAN provides all office automation security, file serving & back up, Office 2013, word processing and spreadsheet applications and intranet Web serving. Specialized applications include Eden Systems for financial services and payroll, Microsoft Outlook for internet e-mail and multiple in house applications.

### 2.5 TELEPHONE (VOICE) SYSTEMS

CFX's VOICE systems are based on redundant Avaya Application Enablement. Services (AES) systems. These systems provide dial tone to a mix of digital (CFX Headquarters (HQ) only), analog and IP extensions at HQ and the CFX Service Centers. The telephone system also includes an advanced call center with automated call distribution software capabilities.

The CFX HQ is located at 4974 ORL Tower Road, Orlando, FL.32807. CFX has two (2) service centers; 762 S. Goldenrod Rd., Orlando, FL 32822 and 8919 W. Colonial Dr., Ocoee, FL 34761

The Service Centers are connected to the Headquarters Private Branch Exchange (PBX) via Voice over IP (VoIP) trunks that feed pre-existing channel banks and analog extensions. The toll plazas each have an Avaya Partner AES system that receives dial tone from Headquarters (over the WAN) and from local telecom lines.

The Headquarters PBX is augmented with Avaya AES for distribution of long distance charges. In addition, additional telephony applications are used to handle all E-PASS customer calls and provide a telephone-based access to account information.

#### 2.6 SECURITY SYSTEM

The Lenel Security System is used for access to all CFX's facilities with alarm for monitoring at the plazas.

#### 2.7 OTHER SERVERS

There are several other servers some with interfaces to the various "main" systems. These include but are not limited to the Statement Server, Web servers, Training System, and several development and test systems.

#### 3.0 WORK DISTRIBUTION

#### 3.1. MULTIPLE AWARD

If deemed in the best interest of CFX, CFX may, at its sole discretion, award the work performed herein to more than one prime Consultant. If two (2) or more prime Consultants are performing the work performed herein, CFX will assign the work at its sole discretion when and to whom CFX deems appropriate based on the current needs of CFX and the Consultants certifications, experience, past performance, and availability.

#### 3.2 TASK WORK ORDER ASSIGNMENT

The work described herein will be assigned by task work order to the Consultant. Work performed by the Consultant prior to issuance of a task work order may not be compensated

by CFX. The work described herein will be assigned at CFX's sole discretion, no minimum guarantees are expressed or implied to the amount of task to be assigned to the Consultant.

#### 3.2.1 REPORTS

#### A. STATUS REPORTS

Consultant shall provide, on a weekly basis, a written status report for each task work order. This report will contain status on all projects being worked on and will include the total time, broken out by individual assigned, used for each project for the week.

#### B. TIMESHEETS

Consultant shall provide weekly timesheets as required along with a monthly summary of all hours worked on CFX projects by project and Consultant.

#### 3.3 CONSULTANT AVAILABILITY AND RESPONSE

Consultant shall provide required services Monday through Friday, excluding CFX holidays, between the hours of 7:30 AM and 5:30 PM, Eastern Standard Time. Some functions will be time sensitive which will protect system uptime or revenue stream. Consultant personnel shall be available for telephone consultation and on-site visits for emergency situations on time sensitive functions on a 24-hour a day, 7-day a week, 52-week a year basis. Consultant response time for emergency situations, i.e., the time taken to respond by telephone or to a site after notification, will be 2 hours regardless of the day or time of the notification. Consultant shall make available the appropriate employee with the appropriate skill set to respond to the request for assistance.

# 4.0 MINIMUM KNOWLEDGE, EXPERIENCE, CERTIFICATION STANDARDS

Individuals performing task under this scope of services must have the knowledge, experience, and certifications necessary to perform task. Experience is preferred with ORACLE/SQL Database Management Systems operating on multiple node openVMS platforms, Local Area Network (LAN) systems on server based operating system (OS), workstations, Firewalls, Cisco Routers, Web Servers, Interactive Voice Response (IVR), Voice systems on Avaya-based switch and key systems, Wide Area Network (WAN) communications, and new communication protocols for transmission of images and full motion video. Experience in fiber optics on wide area networks is also required.

#### 4.1 INFORMATION TECHNOLOGY

#### 4.1.1 PREFERED CERTIFICATIONS

- A. International Information System Security Certification Consortium, Inc., (ISC)<sup>2</sup>®
  - 1. Certified Information System Security Professional (CISSP)®

#### B. MICROSOFT

- 1. Microsoft Certified Solutions Expert Server (MCSE)
- Microsoft Certified Solutions Associate (MCSA)
- Microsoft Certified Solutions Expert Database (MSCE)

#### C. CISCO

- 1. Cisco Certified Network Associate (CCNA)
- 2. Cisco Certified Network Professional (CCNP)

#### D. EXTREME

- I. Extreme Certified Specialist (ECS)
- Extreme Certified Expert (ECE)

#### E. ORACLE

1. Oracle Database 11g Administrator Certified Associate

#### 4.2 TOLL OPERATIONS

### 4.2.1 PREFERED CERTIFICATIONS

- A. Project Management Institute
  - 1. Project Management Professional (PMP)®

### 4.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

#### 4.3.1 FDOT PRE-QUALIFICATIONS

#### A. PREFERED

- 1. Work 6.3.1 Intelligent Transportation Systems Analysis and Design
- 2. Work 6.3.2 Intelligent Transportation Systems Implementation
- Work 6.3.3 Intelligent Transportation Systems Traffic Engineering Systems Communications.
- 4. Work 6.3.4 Intelligent Transportation Systems Software Development

#### 4.4 MANAGEMENT INFORMATION SYSTEMS

#### 4.4.1 PREFERED CERTIFICATIONS

- A. Project Management Institute
  - 1. Project Management Professional (PMP)®
- B. GIS Certification Institute
  - 1. Geographic Information Systems Professional (GISP)®

#### 4.5 PHYSICAL SECURITY / SAFETY

### 4.5.1 PREFERED CERTIFICATIONS

- A. ASIS International
  - 1. Certified Protection Professional\*
  - 2. Physical Security Professional\*

\*- CFX will accept an equivalent American National Standards Institute (ANSI) accreditation for physical security.

#### 5.0 CONSULTANT SERVICES

The Consultant may provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by CFX to support the application, use and maintenance of CFX automation and communication systems. These systems include computerized toll operations and database management systems, local area network systems, telephone systems, wide area network and fiber optic network systems as described, and except as noted, in this Scope of Services. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein.

Consultant services are generally divided into five major support categories: Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety.

As used in the context of this Scope of Services, support shall be defined to include advising, managing, informing, suggesting, evaluating, reviewing, training, recommending and planning the entire range of activities associated with each category.

To protect the CFX's investment in its communication and automation tools, the GSC shall provide and maintain a depth of experience in all these applied areas and provide input to assist CFX management in judging the direction of the industry's technical development. The GSC, with the assistance of CFX staff, shall endeavor to keep CFX resources current and not allow them to digress into a bypassed technology that may lead to obsolescence.

### 5.1 INFORMATION TECHNOLOGY

#### 5.1.1 PROJECT MANAGEMENT

#### The Consultant may:

- A. Plan, procure and deploy new IT system components both hardware and software.
- B. Recommend IT procedures and processes.
- Provide cost benefit analysis and recommendations of future IT investments for CFX.
- Provide analysis of business workflows and efficiency studies of IT related services.
- E. Provide leading edge support of existing systems.
- F. Identify innovations and automation opportunities.
- G. Monitor system growth including analysis of transaction volume increases.

#### 5.1.2 DISASTER RECOVERY REVIEW

The Consultant may:

- A. Provide review of requirements and regulations.
- B. Provide review of recovery strategies and scenarios.
- C. Support of disaster recovery location.
- D. Provide business continuity planning.

### 5.1.3 MOBILE PHONE SOFTWARE APPLICATION DEVELOPMENT

The Consultant may develop a phone friendly website within the following framework. CFX reserves the right to modify this framework.

- A. iOS application built in Swift 2.0 or greater.
- B. Native android application build with the latest Android SDK.
- C. All code must be compliant with PCI DSS

#### 5.1.4 NETWORKING SERVICES

The Consultant may include provide support in the following for Layer 2 and Layer 3:

- A. Diagnostics
- B. Expansion
- C. Deployment
- D. Troubleshooting

# 5.1.5 PROCESSES, INFORMATION EXCHANGE AND OPERATING SYSTEM

- A. The Consultant services may include, but are not limited to, providing support and solutions to the following:
  - 1. Unix System Administration
  - 2. Microsoft products including, but not limited to, Microsoft Exchange 2010.
- B. The Consultant services may conduct analysis of interfaces among ETTM, LAN and Web servers and provide viable solutions.

#### 5.1.6 IT SECURITY

The Consultant services may include, but are not limited to, providing support and solutions to the following:

- A. Implementation of point to point encryption.
- B. Payment Card Industry (PCI) compliance.
- C. Auditing processes
- D. Log confirmation services

#### 5.1.7 SOFTWARE DEVELOPMENT

The Consultant services may include, but are not limited to, providing software development services in the following programming languages:

- A. Microsoft Visual Studio
- B. NET
- C. C#
- D. N-Tier Architecture
- E. MVC
- F. WCF
- G. SQL
- H. HTML
- I. CSS
- J. PHP
- K. Javascript
- L. Mobile Programming
- M. DotNetNuke

#### 5.1.8 DATABASE ADMINISTRATION

- A. The Consultant services may include, but are not limited to, providing database administration support in the following areas:
  - 1. Microsoft SQL
  - 2. Oracle database
- Open VMS
- B. The Consultant may develop and support dashboards, to include but not limited to, dashboards for CFX executive management.

#### 5.1.9 STORAGE SUPPORT

The Consultant services may include, but are not limited to, providing storage support for the following:

- A. SAN
- B. Fibre Channel
- C. iSCSI NTC-2

### 5,1,10 GENERAL TELECOMMUNICATIONS SUPPORT

The Consultant services may include, but are not limited to, providing support and solutions for the following:

- A. Review of call center performance
- B. On-going support of IVR and VPN
- C. Avaya Telephony Products

#### 5.1.11 INFORMATION STRATEGY PLANNING

The Consultant services may include, but are not limited to, providing the following:

- A. Review policies and system trends for next 7 years
- B. System data backup and archive strategy
- C. Review of CFX's Five-Year Work Plan
- D. Determine CFX technology lifecycle planning

#### 5.2 TOLL OPERATIONS

Consultant services for this category will generally involve work associated with current and leading edge support for the toll systems and call centers including, but not necessarily limited to the following:

#### 5.2.1 PROJECT MANAGEMENT

The Consultant may:

- A. Provide general knowledge of tolling systems and industry.
- B. Provide knowledge / expertise of back office systems, billing, invoicing, statements etc. as well as customer support in tolling.
- C. Provide knowledge of website development/support and current industry standards and practices.
- D. Provide systems design and analysis.
- E. Develop and monitor performance metrics.
- F. Provide cost benefit analysis.
- G. Conduct system audits from a technical and financial perspective.
- H. Develop business rules.
- I. Create technical requirements documents.
- J. Conduct special projects research and reporting.
- K. Test toll systems and provide accuracy reporting for independent analysis.
- L. Monitoring and reporting of performance metrics.
- M. Utilize project management software.
- N. Gather and document business rules.
- O. Assist with system documentation creation, review and updates.

# 5.2.2 TOLL SYSTEM SUPPORT ON NEW TOLL SYSTEM REPLACEMENT (TSR) PROJECT

The Consultant may:

- A. Provide independent analysis of new toll system replacement.
- B. Support management of CFX toll system replacement contractor.
- C. Support CFX Special Projects staff with technical expertise as well as schedule and budget analysis.
- D. Provide verification of contractor's scope and work product in the field for TSR.

- E. Monitor TSR performance metrics.
- F. Provide general support as needed for TSR.

# 5.2.3 OVERSEEING SUPPORT OF USER REQUESTED ENHANCEMENTS The Consultant may:

- A. Support the IT Steering Committee with cost analysis.
- B. Support project review and tracking process.
- C. Support project planning and selection process.
- D. Support project verification process.

# 5.2.4 TRIMS/TRAILS SOFTWARE MAINTENANCE The Consultant may oversee:

- A. Configuration management and problem tracking process
- B. Upgrade development and delivery process
- C. Planning for development environments
- D. Develop performance monitoring of software
- E. Software migration planning
- F. Analysis of data server development
- G. Software escrow verification

# 5.2.5 SYSTEM DATA BACKUP AND ARCHIVE PROCESS The Consultant may conduct a:

- A. Critical review of existing process
- B. Review and document policies and procedures

# 5.2.6 SERVER-BASED VES IMAGE PROCESSING The Consultant may:

- A. Review existing process
- B. Conduct process analysis time study of existing processing
- C. Conduct automatic UTC and Pay by Plate processing analysis.
- D. Conduct analysis of OCR/fingerprint technologies as it relates to VES

# 5.2.7 HARDWARE MAINTENANCE VERIFICATION The Consultant may:

- A. Conduct verification of accuracy & availability within acceptable limits
- B. Periodic review of MOMS reports for equipment issues
- 5.2.8 HARDWARE REVIEW OF TOLLING EQUIPMENT The Consultant may conduct analysis of obsolescence issues.

# 5.2.9 INTEGRATION OF BANK MONEY ROOM COUNT DATA The Consultant may:

- A. Conduct Analysis of requirements and planning.
- B. Review of functionality and recommended enhancements.

# 5.2.10 INTEROPERABILITY WITH OTHER TOLL AND EXTERNAL AGENCIES

The Consultant may provide analysis of requirements for multiple agency data collection, reporting and segregation with ETTM.

# 5.2.11 ALTERNATE APPLICATIONS FOR E-PASS PAYMENT TECHNOLOGY

The Consultant may provide support to ensure PCI compliance is maintained at all times.

# 5.2.12 ANALYSIS OF SYSTEM GROWTH

The Consultant may:

- A. Conduct analysis of transaction volume increases.
- B. Conduct analysis of increased user demands.
- C. Conduct long range planning assistance for systems upgrades.

# 5.2.13 LEADING EDGE SUPPORT OF EXISTING AND FUTURE SYSTEMS The Consultant may provide support in the following areas:

- A. Innovations and automation opportunities
- B. New Toll Pricing Solutions
- C. Video Tolling itoll
- D. New tolling technology
- E. All Electronic Tolling
- F. Special Projects support
- G. Tolling with smart phones
- H. Tolling with connected, automated and autonomous vehicles

# 5.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

#### 5.3.1 SERVICES

The "designer" is prohibited from reviewing its design and/or providing construction engineering and inspection (CEI) services for its design. Likewise, a consultant cannot be the "reviewer" of its own design or be considered for CEI services on a project for which the consultant was the reviewer. A conflict of interest will exist for any combination of these variables.

Consultant services for this category will generally involve work associated with support for ITS, including but not limited to:

- A. Traffic Monitoring Station (TMS) Wavetronix Smart Sensor HD126, Click! 201 and 202 units.
- B. Data Collection Sensor (DCS) Sirit Identity model 6204 and all incidental equipment including Yagi directional antenna
- C. Close Circuit Television (CCTV) Siqura HSD820H3-E CCTV and Cohu HD CCTV as well as Analog CCTV and Encoders
- D. Dynamic Message Boards (DMS) Daktronics 1, 2 and 3-line full matrix DMS, Skyline 3-line DMS (front access and walk in, amber and full color)
- E. System Auxiliaries Surge protections devices and their applicable uses with ITS equipment is required, tone wire system for locates of existing facilities, etc.
- F. Fiber Optic Network (FON) Industry trained in the installation, testing and troubleshooting of the fiber optic cable system and network system including Layer 2 (Ruggedcom) field switch knowledge and basic integration and configuration concepts. The network is supported with Layer 3 Extreme Networks switches. Support in configuration and set-up with Layer 2 and Layer 3 switches will be required.
- G. ITS Control Room Jupiter Video Wall display system with Crestron Control System
- H. OSPinsight® experience Ability to update OSP insight database and adding as built data as each construction project is complete
- Utilizing Maintenance Information Management System (MIMS) managing work orders, system uptime, health and performance will be required
- J. SunGuide experience Manage SunGuide and our data server travel time program with South West Research Institute (SwRI). Make updates in administrative editor. Troubleshoot and diagnose SunGuide issues through the status logger. Install SunGuide version updates and manage Footprint Tickets. Represent CFX in the SunGuide Software User's Group Meetings and on the Change Management Board. Support interoperability between SunGuide and the CFX travel time program.
- K. Understanding of statewide FDOT ITS architecture
- L. ITS project management Management of ITS design, integration and deployment projects. This includes but is not limited to ITS plan reviews and support with ITS procurement.
- M. Support ITS hardware and software deployment experience. Support with implementing Systems Engineering process. Systems manager approach will be utilized requiring bench testing, subsystem and system testing.
- N. Management and invoice review of CFX's ITS Maintenance Contractor (Kapsch), FON Maintenance Contractor (Precision Contracting Services, Inc.) and Maintenance and Support of Data Server Consultant (SwRI). Contractors identified in parenthesis are current providers but are subject to change.
- O. Support with advancing new ITS initiatives

P. Ability to advise CFX on future connected vehicle, automated vehicle and autonomous vehicle technology based on wireless communications, vehicle sensors and global positioning systems. Assist staff in developing future policy and guidelines for potential pilot testing and putting together a strategic plan.

### 5.4 MANAGEMENT INFORMATION SYSTEMS

#### 5.4.1 SERVICES

Consultant services for this category will generally involve work associated with support for graphical information systems, including but not limited to:

- A. Developing management information systems based on GIS platforms, Esri, experience developing executive dashboards
- B. Ability to create databases to manage documentation and knowledge base transitions
- C. Business continuity planning
- D. Expertise in enterprise systems integration and data exchange among enterprise software systems such as GIS, asset and work order management, document management, finance and operations
- E. Complete software development life cycle experience in transportation and infrastructure industry including business processes and workflow analysis and optimization
- F. Knowledge of enterprise GIS data standards, geodatabase design and development, enterprise GIS applications (including mobile) design and development and enterprise GIS data management. Experience in enterprise data analytics and reporting including dashboards including display of key performance metrics.
- G. Experience developing management information systems based on GIS platforms, Esri, experience developing executive dashboards

#### 5.5 PHYSICAL SECURITY/SAFETY

#### 5.5.1 SERVICES

Consultant services for this category will generally involve work associated with support for graphical information systems, including but not limited to:

- A. Prepare and certify CCTV security plans for agency facilities including Headquarters and Toll plazas locations.
- B. Recommend and identify physical security risk to the agency and implement changes similar to equivalent government agencies.
- C. Support CFX with fire drill, Emergency evacuation planning and visitor management recommendations.
- D. Provide facility security personnel if desired.

#### 5.6 DOCUMENTATION AND TRAINING SUPPORT

The Consultant may provide documentation and training support on all GSC delivered systems and interfaces.

#### 5.7 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work. Staff provided shall be preapproved in advance to work on contract by CFX staff. Raises and adjustments to dedicated GSC staff must be preapproved by CFX before beginning work on the task work order.

#### 6.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit "B", Method of Compensation.

# CONSENT AGENDA ITEM #19

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

FROM:

Aneth Williams /// Director of Procurement

DATE: May 15, 2023

RE: Approval of the Master Interlocal Agreement with the University

of Central Florida Board of Trustees

Contract No. 002017

Board approval is requested of the Master Interlocal Agreement with the University of Central Florida Board of Trustees to support transportation technology projects such as, but not limited to, wrong way driving and connected and autonomous vehicle research. This Master Interlocal Agreement requires individual work orders for each task that will go to the board for approval.

Reviewed by:

Bryan Momayouni, PE

Director of Intelligent Transportation Systems

# MASTER INTERLOCAL AGREEMENT BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND

#### THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

THIS MASTER INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the date of last signature ("Effective Date"), by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body and corporate politic and agency of the State of Florida, hereinafter referred to as "CFX" and The UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, a body and corporate politic and agency and public university of the State of Florida, hereinafter referred to as "UNIVERSITY."

WHEREAS, the UNIVERSITY is authorized by Section 1004.22, <u>Florida Statutes</u>, to enter into interlocal agreements providing for the performance by one governmental unit on behalf of another of any function which either agency is authorized to perform; and

WHEREAS, CFX was created and established to acquire, hold, construct, improve, maintain and operate the Central Florida Expressway Authority System, pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.754, <u>Florida Statutes</u>, CFX has been granted the power to make and enter into contracts or other transactions and to do all acts and things necessary or convenient for the conduct of its business and for carrying out the purposes of CFX; and

WHEREAS, CFX desires that the UNIVERSITY perform various research and development task orders ("Task Order(s)") from time-to-time; and

WHEREAS, CFX and UNIVERSITY desire to enter into a master agreement, under which Task Orders can be issued and be governed by standard terms agreed to between CFX and UNIVERSITY.

NOW, THEREFORE, in consideration of the promises herein made and the benefits to

accrue to the parties, and for good and valuable consideration, the parties agree as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein as fully as if set forth hereafter.
- 2. <u>Term.</u> This Agreement shall commence on the Effective Date and shall continue until December 31, 2028 ("Expiration Date"), unless otherwise extended by written modification of this Agreement ("Term"). Notwithstanding the previous sentence, any Task Order executed by both parties prior to the Expiration Date of this Agreement shall continue to be effective after the Expiration Date of this Agreement through the end date outlined in the Task Order.
- 3. <u>Task Orders.</u> In the event CFX elects to engage UNIVERSITY's services, CFX shall issue a Task Order to UNIVESRITY outlining the various research and development projects for which CFX is engaging UNIVERSITY's services (collectively, the "Services"). All Task Orders shall be in writing and executed by authorized signatories of both parties. UNIVERSITY has no obligation to enter into any Task Order that may be issued by CFX under this Agreement. CFX is under no obligation to issue any Task Order to UNIVERSITY. Any alteration to any Task Order, unless otherwise agreed to via specific terms of the Task Order, shall be in writing executed by authorized signatories of both parties.

All Task Orders shall be issued in substantially the template format attached hereto and incorporated as Exhibit A to this Agreement. Each Task Order shall contain a specific statement of work that identifies the Services, deliverable(s), budget(s) and schedule(s) as applicable, contain payment terms and payment schedule, contain a period of performance, and also contain a statement that the terms of this Agreement are incorporated into the Task Order.

UNIVERSITY shall make reasonable efforts to perform all Services under each Task Order executed by the parties. In the event UNIVERSITY is unable to perform any of the Services specified in the Task Order, UNIVERSITY shall promptly, but without undue delay, inform CFX in writing of any such failure, or anticipated failure, to perform any of the Services under the Task Order.

UNIVERSITY shall submit invoices to CFX as set forth per the payment terms and payment

schedule provided in each Task Order. A Task Order may be issued only on a fixed-price

and/or cost-reimbursement basis. Invoices shall be payable by CFX no later than forty-five

(45) days from receipt of the invoice by CFX, unless otherwise agreed upon by the parties in

a Task Order.

4. <u>Indirect Costs</u>. Indirect costs for the work performed under each Task Order shall

not exceed twenty-five percent (25%) of total direct costs of the work to be performed under

that Task Order. Any and all indirect costs shall be identified in the Task Order.

5. Notices. Any formal notice, consent, approval or rejection required or allowed in

accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a)

when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an

overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail,

postage prepaid, certified mail return receipt requested, addressed to a party at the address set forth

opposite the Party's name below, or at such other address as the party shall have specified in written

notice to the other Party in accordance herewith.

CFX:

Bryan Homayouni

Director of Intelligent Transportation Systems

Central Florida Expressway Authority

4974 ORL Tower Road

Orlando, Florida 32807

Phone: (407) 690-5333

F .: 1. D

Email: Bryan.Homayouni@cfxway.com

With a copy to:

Central Florida Expressway Authority

Attn: General Counsel

4974 ORL Tower Road

Orlando, Florida 32807

UNIVERSITY

3

### Technical:

Shall be provided in each Task Order.

#### Contractual:

Aaron Davis and Contracts Office University of Central Florida Office of Research 12201Research Parkway, Suite 501 Orlando, FL 32826-3246

Phone: (407) 823-3969 Fax: (407) 823-3299

e-mail: aaron.davis@ucf.edu and ospcontracts@ucf.edu

- 6. Records and Audit. The UNIVERSITY agrees to keep and maintain accounts in order to record complete and correct entries as to all costs and expenditures for a period of at least three (3) years from the Expiration Date of this Agreement and each Task Order. No funds provided by CFX shall be expended for expenses other than for the purposes those funds were provided for as identified in the particular Task Order. Such books and records shall be available at all reasonable times during normal business hours for examination and audit by CFX. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CFX of any fees, expenses or costs based upon such entries.
- 7. <u>Public Records.</u> Both parties and any subconsultants to this Agreement shall comply with the provisions of Chapter 119, <u>Florida Statutes</u>, and shall permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, <u>Florida Statutes</u>, and made or received in conjunction with this Agreement. If either party claims such material to be exempt from public inspection such party shall provide the other party written citation to the appropriate statutory exemption.
- 8. <u>Assumption of Risk and Limitation of Damages.</u> UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its officers, agents or employees while acting within the scope of their employment by UNIVERSITY. Neither the UNIVERSITY, nor any of its agents or employees will be liable under this section for

damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of CFX or any of its officers, agents or employees. In no event will UNIVERSITY be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

- 9. **No Contingency Fee.** The UNIVERSITY represents that it has not employed or obtained any company or person, other than bona fide employees or consultants of the UNIVERSITY to solicit or to secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees employed by the UNIVERSITY. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement at its sole and absolute discretion.
- 10. **No Assignments without Written Consent.** This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by either party without the prior written consent of the other party. However, the Agreement shall run to CFX and its successors.
- 11. <u>Termination.</u> This Agreement or any Task Order may be terminated by the either party upon thirty (30) days written notice to the other. In the event of termination by the parties CFX will pay the UNIVERSITY for all costs incurred and any non-cancellable obligations properly incurred through the date of termination. In addition, if this Agreement is terminated, all Task Orders under this Agreement shall automatically terminate unless otherwise specifically agreed to in writing by the parties. However, the termination of an individual Task Order shall not terminate this Agreement.
- 12. <u>Publication.</u> The parties agree that UNIVERSITY may publish the results of the work in its own form. Unless otherwise agreed to in the applicable Task Order, CFX shall be furnished

copies of any proposed publication to review only for its confidential and/or proprietary information sixty (60) days in advance of the intended publication date. CFX will complete its review and provide UNIVERSITY with any objections within forty-five (45) days of receipt of the proposed publication. In the absence of timely objection, UNIVERSITY shall be free to proceed without restriction, subject to compliance with the exemptions and provisions set forth in the Florida Statutes and law. In the event of objection, the parties will negotiate in good faith the removal of the confidential information.

- Ownership of Deliverables. Except for ownership of Intellectual Property (hereinafter 13. defined) pursuant to Section 14, and publications pursuant to Section 12, CFX is, shall be and will remain the sole owner of all deliverable documents, software, data and items developed by UNIVERSITY or CFX with respect to, in connection with the performance of this Agreement or pursuant to any Task Order. UNIVERSITY may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. Deliverable information and work product generated in connection with this Agreement shall be the property of CFX. UNIVERSITY shall not transfer, disclose or otherwise use such information or work product for any purpose other than in performance of its duties hereunder, without CFX's prior written consent, which may be withheld or granted in the sole discretion of CFX. Information and materials with respect to CFX and this Agreement obtained by UNIVERSITY during the Term of this Agreement shall remain confidential for a period of three (3) years from the Expiration Date. Notwithstanding the foregoing, both parties will be subject to the requirements of the Florida Public Records law and any valid court order.
- 14. <u>Intellectual Property.</u> The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship.

As between the parties, Intellectual Property developed solely by UNIVERSITY shall be solely and exclusively owned by UNIVERSITY ("UNIVERSITY Intellectual Property"). Intellectual

Property developed solely by CFX shall be solely and exclusively owned by CFX ("CFX Intellectual Property"). "Joint Intellectual Property" means any Intellectual Property developed jointly by CFX and UNIVERSITY under this Agreement. Joint Intellectual Property will be owned jointly by CFX and UNIVERSITY, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship.

"Background Intellectual Property" means Intellectual Property which was in existence prior to the Effective Date of this Agreement, or which is created outside the course of the statement of work. The parties agree that Background Intellectual Property developed, or owned by, CFX or UNIVERSITY is their separate property, respectively, and are not affected by this Agreement or the Task Order. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party.

Nothing in the Agreement shall circumvent or restrict either party's pre-existing obligations with the U.S. government pertaining to any kind of Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either party and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

Notwithstanding any provision to the contrary in the Agreement, UNIVERSITY shall retain the right to practice any invention, discovery and copyright developed hereunder for its own academic, non-commercial research and teaching purposes; provided, however, UNIVERSITY shall notify CFX in writing of any such practice prior to such use.

15. <u>Confidential Information.</u> Should it be necessary for either party to receive confidential information under a given Task Order, the disclosing party agrees to label in writing at the time of delivery that the confidential information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within thirty (30) days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own for a period of five (5) years from the effective date of the applicable Task Order under which the

confidential information was delivered, or such other period as may be delineated in the applicable Task Order.

Confidential information does not include information that is:

- a. already known to the receiving party at the time of disclosure as evidenced by written record; or
- b. generally available to the public or becomes available to the public through no fault of the receiving party as evidenced by written record; or
- c. developed independently of and without reference to the confidential information as evidenced by written record; or
- d. received from a third party who had a legal right to disclose such information without restriction as evidenced by written record.

The receiving party shall not be liable for disclosing confidential information as required by applicable law, regulation, or judicial, administrative or legislative order, provided that (a) the receiving party shall, to the extent permitted by law, promptly notify the disclosing party so that the disclosing party may contest such disclosure, and (b) the receiving party shall limit the scope of such disclosure to only such portion of the confidential information that it is legally required to disclose.

Upon written request of the disclosing party, the receiving party shall promptly return all confidential information of the disclosing party, together with all copies thereof provided, however, that receiving party may retain one (1) copy of confidential information solely for its legal and archival purpose, which retained material shall remain subject to the confidentiality provisions of this Section 15.

Notwithstanding anything to the contrary in this provision, all Intellectual Property disclosed under this Agreement shall be considered confidential information, whether labeled or not.

16. <u>Title to Equipment.</u> Equipment purchased under this Agreement vests with Party specified under the applicable Task Order.

17. <u>Dispute Resolution.</u> The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between leadership and/or legal counsel of the parties who have authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice or longer with the prior written approval from the disputing party, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the person who will represent that party. The representatives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid mediation procedure within sixty days of the initiation of such procedures, the parties shall be free to pursue any available legal remedies.

- 18. Governing Law; Venue. This Agreement and the rights of the parties will be governed and construed in accordance with the laws of the State of Florida and the United States, without regard to its choice of law principles. The parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively within the state courts of Florida located in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. The parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.
- 19. <u>Waiver.</u> No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or

subsequent breach thereof.

- 20. <u>Force Majeure.</u> Neither party shall be liable in damages or have the right to terminate this Agreement for the delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, epidemics, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 21. **Export Control.** Each party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items, (including the Arms Export Control Act (AECA), as amended, and enumerated in the International Traffic Arms Regulation (ITAR), and the Export Control Reform Act (EAR)). The transfer of such items and technical data may require a license from the cognizant agency of the U.S. government or written assurances by CFX that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UNIVERSITY neither represents a license is or is not required or that, if required, it shall be issued.
- 22. No Warranties. UNIVERSITY IS A NON-PROFIT EDUCATIONAL INSTITUTION. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, PROPRIETARY MATERIALS AND/OR WORK PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY DEVELOPED BY UNIVERSITY UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UNIVERSITY MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, PROPRIETARY MATERIALS, OR INTELLECTUAL PROPERTY. IF CFX CHOOSES TO **EXPLOIT** RESEARCH DELIVERABLES, **PROPRIETARY** MATERIALS, OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN

#### RISK.

- 23. **Remedies.** The parties understand and agree that a party may suffer irreparable harm in the event that the other party or its managers, members, officers, employees, agents, accountants, financial advisors and attorneys breach of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such a breach. Accordingly, the parties agree that in the event of a threatened breach by a party of any of the provisions of this Agreement, a party, in addition to and not in limitation of, any other available rights, remedies, or damages, shall be entitled to seek a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or restrain any such breach.
- 24. Non-Use of Name. UNIVERSITY and CFX may not use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either party shall be submitted to the other party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication. However, nothing shall prohibit either party from complying with Florida Statute 1004.22(2) regarding sponsored research activities.
- 25. <u>Independent Contractor.</u> UNIVERSITY shall provide services under this Agreement as an independent contractor and as such shall maintain complete control over and be responsible for all of its operations and personnel. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.
- 26. <u>Severability.</u> If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall remain in full force and effect.

- 27. <u>Counterparts.</u> This Agreement may be executed in counterparts, including by digital or electronic signature in accordance with Section 668.50, Florida Statutes, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.
- 28. <u>Entire Agreement.</u> This Agreement and its Exhibit(s) constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto set their hands the day and year written below.

## THE UNIVERSITY OF CENTRAL FLORIDA **BOARD OF TRUSTEES**

By: Aaron Davis
Authorized Signature

Print Name: Aaron Davis

Title: Contracts Officer III

Date: 5/1/2023

[ADDITIONAL SIGNATURE PAGE ON SUBSEQUENT PAGE]

## "CFX"

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:
Aneth Williams, Director of Procuremen
Date:
Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this day of
2023 for its exclusive use and reliance.
D.
By:
Diego "Woody" Rodriguez General Counsel
General Counsel

### EXHIBIT A: TASK ORDER TEMPLATE

## TASK ORDER No. [#] Under Master Agreement

WHEREAS, THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES ("UNIVERSITY") and CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), have executed a Master Interlocal Agreement ("Master Agreement") with an effective date of [Month Day,] 2023.

WHEREAS, UNIVERSITY has agreed to perform the work as outlined in the attached Statement of Work and Deliverable Schedule ("Appendix A").

NOW THEREFORE, in consideration of the mutual promises contained in the referenced Master Agreement which are hereby incorporated into this Task Order, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. UNIVERSITY agrees to make reasonable efforts to perform all work outlined in Appendix A.
- 2. CFX agrees to pay UNIVERSITY \$[Numerical Dollar Amount] ("Fixed Price Amount") for the work. UNIVERSITY shall invoice CFX according to the payment schedule below:

### PAYMENT SCHEDULE

Payment Due Date	Amount	Deliverable
Within X Days of	1 mount	D cir ver unic
Execution		
Execution		
Total:		

or

This is a cost reimbursable agreement in the amount of \_\_\_\_\_\_. UNIVERSITY may re-budget as necessary to accomplish the work. Serially numbered invoices from UNIVERSITY shall be sent to CFX monthly. The invoices shall contain:

(a) Agreement number; and

(b) Period of Performance covered; and

3. Period of Performance:

- (c) Description of work; and
- (d) Cost incurred and allowable under the Agreement.

Invoices shall be submitted electronically to:

## Billing@cfxway.com

Upon receipt of invoice(s), payments shall be made to the University of Central Florida and remitted to the following address:

University of Central Florida Contracts & Grants Payment PO Box 160118 Orlando, FL 32816-0118

4. Whenever any notice is to be following address:	be given hereunder, it shall be in writing and sent to the
5. Title to Equipment:	
COMPANY	UCF
<b>Technical Matters</b>	<b>Technical Matters</b>
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:
Legal	Contractual Matters
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

IN WITNESS WHEREOF, the Parties have caused this Task Order to be signed by their duly authorized officers or representatives effective as of the date last written below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
Name: Title:	Name: Title:
Date:	Date:

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: May 25, 2023 MALGIA

RE: April 2023 Financial Reports

Attached please find the April 2023 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 APRIL 30, 2023 AND YEAR-TO-DATE

		FY 23 MONTH ACTUAL	FY 23 MONTH BUDGET		FY 23 YEAR-TO-DATE ACTUAL		FY 23 YEAR-TO-DATE BUDGET		FY 23 YEAR-TO-DATE VARIANCE		FY 23 YEAR-TO-DATE % VARIANCE	FY 22 - 23 YEAR-TO-DATE COMPARISON
REVENUES TOLLS* FEES COLLECTED VIA UTN/UTC'S AND PBP'S TRANSPONDER SALES OTHER OPERATING INTEREST MISCELLANEOUS	\$ }	60,323,279 837,179 189,262 260,963 1,763,554 66,055	\$	53,923,095 866,039 163,263 146,465 196,840 67,085	\$	537,384,057 6,291,641 1,893,459 1,890,781 10,056,068 680,200	\$	506,002,666 5,512,011 1,634,413 1,327,153 1,968,398 670,852	\$	31,381,391 779,630 259,046 563,627 8,087,671 9,347	6.2% 14.1% 15.8% 42.5% 410.9%	5.5% 24.3% 8.4% 21.7% 454.5%
TOTAL REVENUES	\$	63,440,292	\$	55,362,787	\$	558,196,205	\$	517,115,493	\$	41,080,712	7.9%	7.3%
O M & A EXPENSES  OPERATIONS  MAINTENANCE  ADMINISTRATION  OTHER OPERATING	\$	7,917,842 2,107,445 860,472	\$	7,658,903 2,601,363 861,627 240,749	\$	62,515,833 14,915,672 8,597,147 2,003,738	\$	65,456,468 15,967,031 8,956,722 1,745,431	\$	2,940,635 1,051,359 359,575 (258,307)	4.5% 6.6% 4.0% -14.8%	8.1% 26.3% 23.9% 47.6%
TOTAL O M & A EXPENSES	\$	10,885,760	\$	11,362,642	\$	88,032,391	\$	92,125,652	\$	4,093,261	4.4%	13.0%
NET REVENUES BEFORE DEBT SERVICE COMBINED NET DEBT SERVICE	\$	52,554,532 18,059,044	\$	44,000,144 18,322,446	\$	470,163,814 181,464,459	\$	424,989,841 183,224,462	\$	45,173,973 1,760,003	10.6% 1.0%	6.3% 0.6%
NET REVENUES AFTER DEBT SERVICE	\$	34,495,488	\$	25,677,698	\$	288,699,355	\$	241,765,379	\$	46,933,976	19.4%	10.3%

<sup>\*</sup> All plazas had tolls suspended in FY 23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22

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 APRIL 30, 2023 AND YEAR-TO-DATE

	FY 2023 ACTUAL	_	FY 2023 BUDGET		\	/ARIANCE	FY 23 YEAR-TO-DATI % VARIANCE	
Operations	\$ 62,515,833		\$	65,456,468	\$	2,940,635	4.5%	
Maintenance	14,915,672			15,967,031		1,051,359	6.6%	
Administration	8,597,147			8,956,722		359,575	4.0%	
Other Operating	2,003,738	_		1,745,431		(258,307)		_
Total O M & A	\$ 88,032,391		\$	92,125,652	\$	4,093,261	4.4%	
Capital Expenditures								
Operations	\$ 18,570		\$	46,667	\$	28,097	60.2%	
Maintenance	89,106			95,553		6,447	6.7%	
Administration	-	_		32,500		32,500	100.0%	_
Total Capital Expenditures	\$ 107,675		\$	174,720	\$	67,044	38.4%	



# Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the Ten Months Ending April 30, 2023

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations Image Review	621,665 13,017,379	655,255 11,704,234	33,590 (1,313,145)	5.13% -11.22%
Special Projects	211,138	226,583	15,445	6.82%
Information Technology	5,329,069	7,397,009	2,067,940	27.96%
E-PASS Service Center	21,636,246	22,950,334	1,314,088	5.73%
Business Relations	122,006	140,262	18,256	13.02%
Public Outreach/Education	2,013,121	2,158,683	145,562	6.74%
Subtotal CFX	\$42,950,624	\$45,232,360	\$2,281,736	5.04%
Plazas	19,583,779	20,270,955	687,176	3.39%
Subtotal Toll Facilities	\$19,583,779	\$20,270,955	\$687,176	3.39%
Total Operations Expenses	\$62,534,403	\$65,503,315	\$2,968,912	<u>4.53%</u>

Data Date: 5/19/2023 Print Date: 5/19/2023 Report Date / Time: 5/19/2023 / 2:09:44PM



# Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Ten Months Ending April 30, 2023

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	2,524,732	2,647,943	123,211	4.65%
Traffic Operations	3,297,466	3,461,040	163,574	4.73%
Routine Maintenance	9,182,580	9,953,601	771,021	7.75%
Total Maintenance Expenses	\$15,004,778	\$16,062,584	\$1,057,806	6.59%



## Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Ten Months Ending April 30, 2023

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	847,443	859,321	11,878	1.38%
Security	200,777	336,248	135,471	40.29%
525 Magnolia	136,073	119,937	(16,136)	-13.45%
Administrative Services	2,219,395	2,050,791	(168,604)	-8.22%
Engineering	76,779	80,127	3,348	4.18%
Legal	581,621	591,537	9,917	1.68%
Accounting	1,464,460	1,482,782	18,322	1.24%
Procurement	545,562	564,698	19,136	3.39%
Contracts Compliance	158,902	182,919	24,017	13.13%
Risk Management	495,015	506,038	11,023	2.18%
Records Management	309,353	348,665	39,312	11.27%
Human Resources	376,629	404,277	27,648	6.84%
Supplier Diversity	196,237	233,764	37,527	16.05%
Communications	530,234	733,049	202,815	27.67%
Construction Administration	66,606	84,202	17,597	20.90%
Internal Audit	392,062	410,866	18,804	4.58%
Grand Total Expenses	\$8,597,147	\$8,989,222	\$392,075	4.36%

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING APRIL 30, 2023 AND YEAR-TO-DATE

	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 537,384,057	\$ 506,002,666	\$ 31,381,391	\$ 509,206,441	\$ 439,240,923	\$ 69,965,518	\$ (38,584,127)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	6,291,641	5,512,011	779,630	5,060,234	4,621,993	438,241	341,389
TRANSPONDER SALES	1,893,459	1,634,413	259,046	1,746,223	769,242	976,981	(717,935)
OTHER OPERATING	1,890,781	1,327,153	563,627	1,553,080	1,198,833	354,247	209,380
INTEREST	10,056,068	1,968,398	8,087,671	1,813,565	1,967,044	(153,479)	8,241,150
MISCELLANEOUS	680,200	670,852	9,347	667,622	634,542	33,080	(23,733)
TOTAL REVENUES	\$ 558,196,205	\$ 517,115,493	\$ 41,080,712	\$ 520,047,165	\$ 448,432,577	\$ 71,614,588	\$ (30,533,876)
O M & A EXPENSES							
OPERATIONS	\$ 62,515,833	\$ 65,456,468	\$ 2,940,635	\$ 57,826,994	\$ 58,003,855	\$ 176,861	\$ 2,763,774
MAINTENANCE	14,915,672	15,967,031	1,051,359	11,809,009	12,540,327	731,318	320,041
ADMINISTRATION	8,597,147	8,956,722	359,575	6,938,335	7,547,869	609,534	(249,959)
OTHER OPERATING	2,003,738	1,745,431	(258,307)	1,357,709	1,725,061	367,352	(625,659)
TOTAL O M & A EXPENSES	\$ 88,032,391	\$ 92,125,652	\$ 4,093,261	\$ 77,932,047	\$ 79,817,112	\$ 1,885,065	\$ 2,208,196
NET REVENUES BEFORE DEBT SERVICE	\$ 470,163,814	\$ 424,989,841	\$ 45,173,973	\$ 442,115,118	\$ 368,615,465	\$ 73,499,653	\$ (28,325,680)
COMBINED NET DEBT SERVICE	\$ 181,464,459	\$ 183,224,462	\$ 1,760,003	\$ 180,464,455	\$ 180,487,462	\$ (23,007)	\$ 1,783,010
NET REVENUES AFTER DEBT SERVICE	\$ 288,699,355	\$ 241,765,379	\$ 46,933,976	\$ 261,650,663	\$ 188,128,003	\$ 73,522,660	\$ (26,588,684)

<sup>\*</sup> All plazas had tolls suspended in FY 23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22

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 APRIL 30, 2023 AND YEAR-TO-DATE

	FY 23 MONTH ACTUAL		FY 22 MONTH ACTUAL	FY 22 - 23 SAME MONTH COMPARISON		FY 23 YEAR-TO-DATE ACTUAL		FY 22 YEAR-TO-DATE ACTUAL		ΥE	FY 22 - 23 AR-TO-DATE DMPARISON
REVENUES											
TOLLS	\$ 60,323,279	\$	54,979,005	\$	5,344,274	\$	537,384,057	\$	509,206,441	\$	28,177,616
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	837,179		770,225		66,954		6,291,641		5,060,234		1,231,407
TRANSPONDER SALES	189,262		175,559		13,703		1,893,459		1,746,223		147,236
OTHER OPERATING	260,963		209,000		51,963		1,890,781		1,553,080		337,701
INTEREST	1,763,554		141,381		1,622,173		10,056,068		1,813,565		8,242,503
MISCELLANEOUS	 66,055		63,511		2,544		680,200	_	667,622		12,578
TOTAL REVENUES	\$ 63,440,292	\$	56,338,681	\$	7,101,611	\$	558,196,205	\$	520,047,165	\$	38,149,040
O M & A EXPENSES											
OPERATIONS	\$ 7,917,842	\$	7,212,573	\$	705,269	\$	62,515,833	\$	57,826,994	\$	4,688,839
MAINTENANCE	2,107,445		1,654,311		453,134		14,915,672		11,809,009		3,106,663
ADMINISTRATION	860,472		625,280		235,192		8,597,147		6,938,335		1,658,812
OTHER OPERATING	 -		110,766		(110,766)		2,003,738	_	1,357,709		646,029
TOTAL O M & A EXPENSES	\$ 10,885,760	\$	9,602,930	\$	1,282,830	\$	88,032,391	\$	77,932,047	\$	10,100,344
NET REVENUES BEFORE DEBT SERVICE	\$ 52,554,532	\$	46,735,751	\$	5,818,781	\$	470,163,814	\$	442,115,118	\$	28,048,696
COMBINED NET DEBT SERVICE	\$ 18,059,044	\$	18,042,090	\$	16,954	\$	181,464,459	\$	180,464,455	\$	1,000,004
NET REVENUES AFTER DEBT SERVICE	\$ 34,495,488	\$	28,693,661	\$	5,801,827	\$	288,699,355	\$	261,650,663	\$	27,048,692

<sup>\*</sup> All plazas had tolls suspended in FY 23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22

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.

# E.3.

**Executive Director's Report** 

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Executive Director Report June 2023

## 2023 TOLL RELIEF PROGRAM UPDATE

In the first four months of this year, E-PASS customers have saved \$42.5M on tolls through the 2023 Florida Toll Relief Program. Under the program (Senate Bill 6A) enacted by Governor DeSantis, E-PASS customers or Florida interoperable toll pass customers with 35 or more toll transactions per transponder in a single month automatically receive a 50% credit to their account. The state program ends December 31, 2023. CFX is reimbursed from the state general revenue funds.

## SAFETY

## <u>Drive Smart Florida (DriveSmartFlorida.org)</u>

CFX's safety campaign Drive Smart Florida (<u>DriveSmartFlorida.org</u>) continues to emphasize safe driving behaviors to help prevent crashes by addressing the most common causes of car crashes on expressways, including: following too close, aggressive driving/speeding, and merging. A special emphasis is being placed on work zone safety due to the volume of construction on CFX expressways.

## TRANSPORTATION PARTNERSHIPS

## FDOT District 5

Secretary John Tyler and I met on May 16th. We discussed the ongoing coordination efforts on key transportation projects in the region such as SR 414 Maitland Extension as well as future partnership opportunities.

## GOAA Strategic Plan Outreach

Kevin Thibault, CEO of the Greater Orlando Aviation Authority and I met on May 26<sup>th</sup> as part of GOAA's outreach initiatives for their Strategic Plan. We agreed to meet quarterly to discuss ongoing initiatives and opportunities for CFX and GOAA.

## **OIA Rental Car Toll Program**

Board Member CJ Maier and I met with GOAA Chairman Carson Good and CEO Kevin Thibault on potential opportunities surrounding the rental car agreements and increasing the awareness in the airport of the Visitor Toll Pass (VTP) program. We plan to meet again before the end of the calendar year to continue the conversation. In the meantime, we have agreed to look at additional opportunities to market VTP in additional locations at the airport.

#### COMMUNITY PARTNERSHIPS

## <u>Project - SR 417 Orlando-Sanford Airport Connector Concept Feasibility and Mobility Study</u>

On May 23<sup>rd</sup> the CFX project team for the SR 417 Orlando-Sanford Airport Connector Concept Feasibility and Mobility Study and I presented an update of the project to the Seminole County Board of County Commission. We will be presenting the information to the Orlando-Sanford Airport Board on June 6<sup>th</sup>.

The next step for the project will be the public workshop, Tuesday June 20<sup>th</sup> from 5:30 to 7:30 pm. The workshop will be a hybrid format (in-person@ Millennium Middle School, virtually through Go To Webinar, and over the phone) to provide multiple ways for the public to receive information about the project and provide input. Details of how to participate are located on CFXWAY.com.

## <u>Upcoming CFX Industry Forum:</u>

On Thursday, July 13, 2023, CFX will hold its semiannual Industry Forum at CFX Headquarters. The forum has been a collaborative effort between CFX and ACEC Florida for the past several years. It is attended by consultants and contractors interested in CFX Work Plan projects that will be advertised during the upcoming 6-9 months.

This past January there were over 250 attendees either in person or via Teams. Presentations during the forum provide insight on how to do business with CFX, its diversity program, upcoming design and construction project schedules, as well as a few general topics such as the latest updates to CFX's Design Guidelines. Registration for this event is on the ACEC Florida website.

## MEETINGS AND PRESENTATIONS

CFX Meetings and Presentations May 11 to June 8, 2023

•	May 11-12, 2023:	TEAMFL Quarterly Meeting
•	May 11, 2023:	Florida Automated Vehicle Summit Coordination
•	May 16, 2023:	American Society Highway Engineers Central Florida Board
	May 16, 2023:	FDOT District 5 Secretary meeting
•	May 17, 2023:	SR 534 meeting with Isles of Lake Nona HOA
•	May 17, 2023:	East Central Florida Regional Planning Council
•	May 17, 2023:	SR 417 Airport Connector CF&M Study EAG/PAG meetings
•	May 18, 2023:	University of Florida Transportation Institute External
		Advisory Board & Internal Steering Committee
•	May 18, 2023:	Osceola County Local Government Communicators
•	May 19, 2023:	MetroPlan Orlando Technical Advisory Committee Meeting
•	May 23, 2023:	Seminole County BCC Presentation
		(SR 417 Orlando-Sanford Airport Connector)
•	May 24, 2023:	Orlando Mayor Buddy Dyer's 2023 State of the City Address
•	May 26, 2023:	GOAA Strategic Plan Outreach

May 31, 2023: National Autonomous Vehicle Day Summit

Orlando Economic Partnership Seize the Moment: May 31, 2023

Making High Speed Regional Connections

June 6, 2023:

Sanford Airport Authority Presentation (SR 417 Orlando-Sanford Airport Connector)

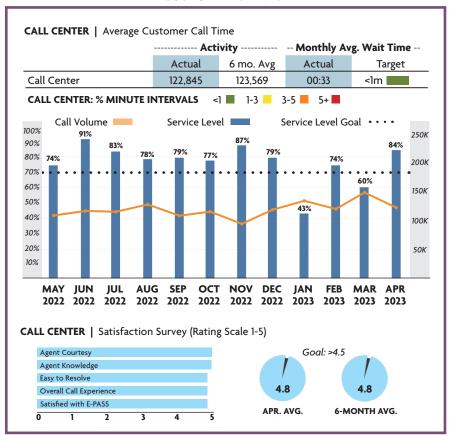
ASPIRE Policy Committee Monthly Meeting • June 6, 2023:



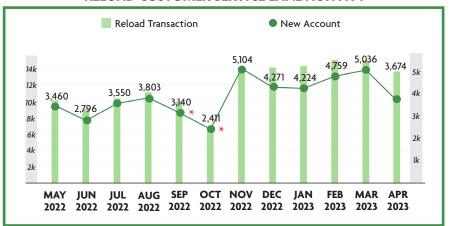
## PERFORMANCE DASHBOARD APRIL 2023

Fiscal year runs from July 1 - June 30

#### **CUSTOMER SERVICE**



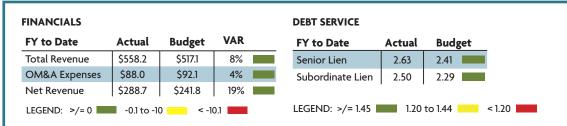
#### RELOAD CUSTOMER SERVICE LANE ACTIVITY



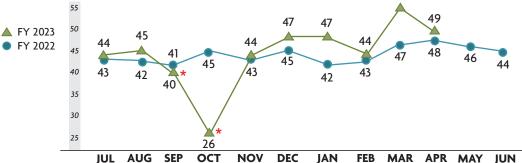
#### PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project No.	Description	Contract (millions)	Earned (millions)	% Time	% Earned	VAR	Contract Completion Date
538-165	SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$96.0	\$90.4	87%	94%		Sep. 2023
417-141	SR 417 Widening, International Dr. to John Young Pwky	\$83.2	\$66.2	84%	80%		Oct. 2023
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.8	\$86.6	73%	74%		Mar. 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$78.6	\$51.1	68%	65%		Mar. 2024
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.6	\$35.6	61%	58%		Mar. 2024
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$49.3	63%	53%		May 2024
429-154	SR 429 Widening, Tilden Rd to FTE	\$97.7	\$46.8	41%	48%		Sep. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$178.5	\$76.2	44%	43%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$132.1	\$68.3	41%	52%		Dec. 2024
LEGEND:	% Time - % Earned ≤ 10 11-20 ≥ 21						

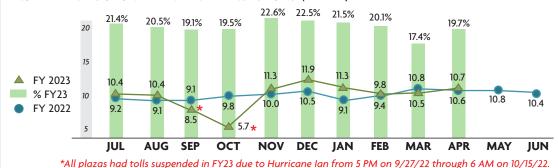
#### **FINANCIALS**





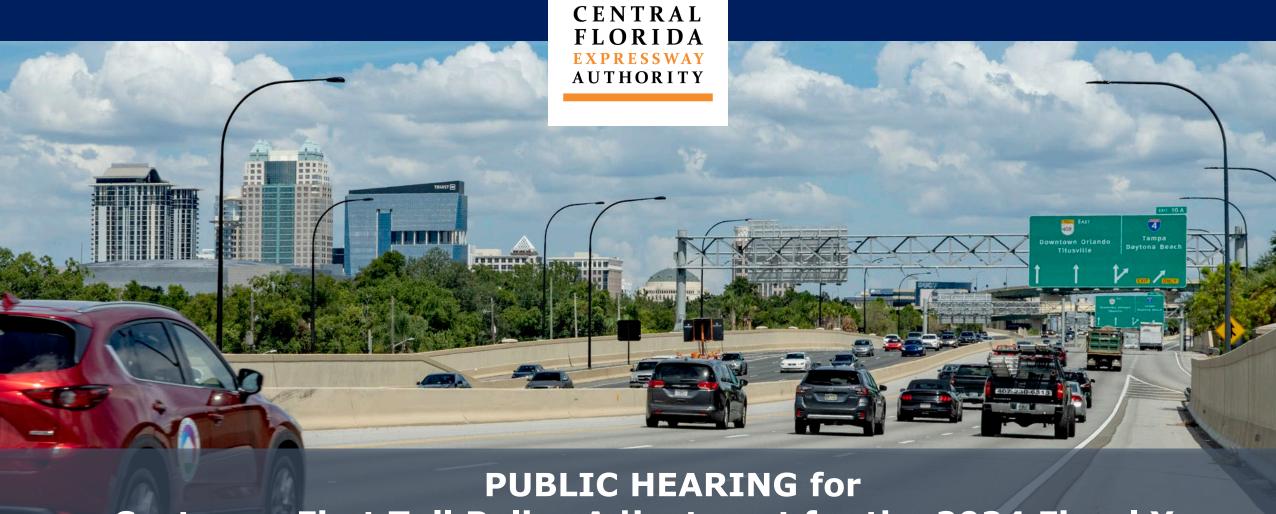


## NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



# F. Public Hearing

# F. 1.



**Customer First Toll Policy Adjustment for the 2024 Fiscal Year** 

Lisa Lumbard, Chief Financial Officer - June 8, 2023 -

## **Customer First Toll Policy Rule 2-9.001**

Adopted February 9, 2017

• "Section 2. FUTURE ADJUSTMENTS. Beginning on July 1, 2018 and every year thereafter, all then current tolls shall be automatically adjusted to an amount higher of either the annual increase to the Consumer Price Index for All Urban Consumers (CPI-U) in the South or one and one-half percent per annum..."



• Calendar Year 2022 - Consumer Price Index = 8.577%



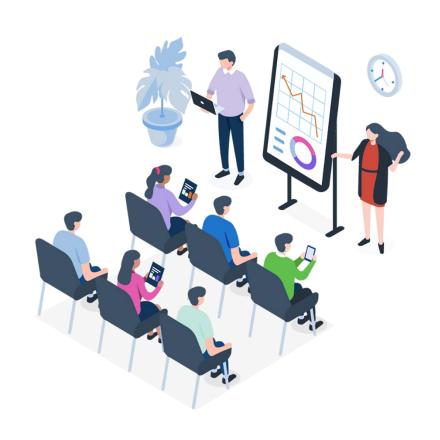
## **Board Workshops**

#### **April 2023**

FY 2024 Budget Workshop

#### May 2023

- Draft FY 2022 General Traffic And Earnings Consultant's Annual Report
- 2024-2028 Five Year Work Plan Major Projects Review and Financial Plan









### **Recommended Motion**

Approval of Resolution of the Central Florida Expressway Authority Regarding Rule 2-9.001 Waiving the Full Implementation of CFX's Customer First Toll Policy Adjustment for the 2024 Fiscal Year.



Resolution No. 2023 -
-----------------------

# RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY REGARDING RULE 2-9.001 WAIVING THE FULL IMPLEMENTATION OF ITS CUSTOMER FIRST TOLL POLICY ADJUSTMENT FOR THE 2024 FISCAL YEAR

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") is empowered by Chapter 348 Part III Florida Statutes, Section 348.754(2)(f) to "fix, alter, charge, establish, and collect rates, fees, rentals, and other charges for the services and facilities of the Central Florida Expressway System (the "System") which must always be sufficient to comply with any covenants made with the holders of any bonds issued pursuant to this part;" and

**WHEREAS**, pursuant to its statutory authority, CFX has adopted its Customer First Toll Policy, Rule 2-9.001, as amended, with respect to the System (the "Toll Policy") which provides, in part, for annual adjustments in its schedule of tolls based upon a stated Consumer Price Index; and

**WHEREAS**, if fully implemented in the Fiscal Year ended June 30, 2024 (the "2024 Fiscal Year"), the Toll Policy will result in an 8.577% increase in CFX's schedule of tolls for its System; and

WHEREAS, in connection with the planning process for its annual budget, including its Five-Year Work Plan and Operations, Maintenance and Administration expenses, for the 2024 Fiscal Year ("2024 Fiscal Year Budget"), CFX has determined that it can reduce the scheduled adjustment under its Toll Policy from 8.577% to 1.5% for the 2024 Fiscal Year and fully implement its 2024 Fiscal Year Budget.

#### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

- 1. Solely with respect to the 2024 Fiscal Year, CFX waives the full implementation of its Toll Policy and reduces and limits the adjustment in its schedule of tolls to one and one-half percent (1.5%), provided however, that CFX reserves the right to further adjust its schedule of tolls during the 2024 Fiscal Year to the extent that future changes in its 2024 Fiscal Year Budget or applicable legal requirements are determined to necessitate such an adjustment.
- 2. This Resolution shall take effect on July 1, 2023.

AD	<b>OPTED</b> this day of June 2023.	
		Jerry Demings, Orange County Mayor Chairman
ATTEST:		_
	Regla "Mimi" Lamaute	
	Manager of Board Services	
	_	Approved as to form and legality
		Diego "Woody" Rodriguez
		General Counsel

## F. 2.

# THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

# F. 3.

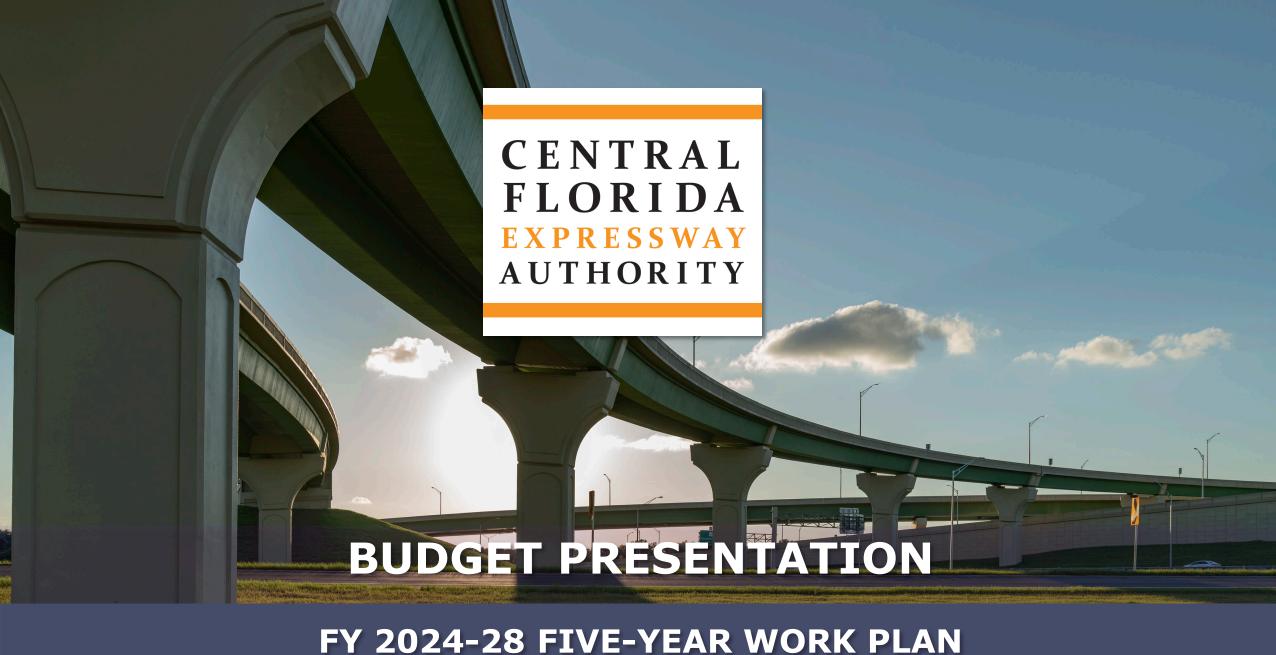
# THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

F. 4.

# THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

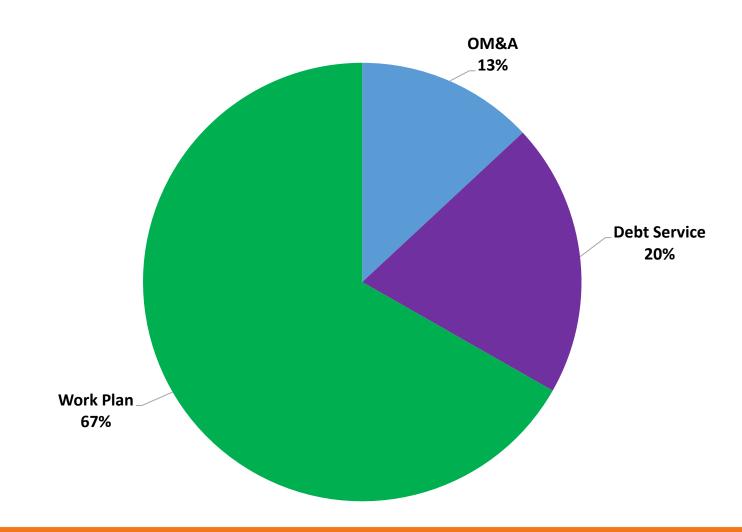
## G. Regular Agenda Items

## G. 1.



FY 2024-28 FIVE-YEAR WORK PLAN
FY 2024 OPERATIONS, MAINTENANCE & ADMINISTRATION

## **Total Spend for FY 2024**





## Revenues

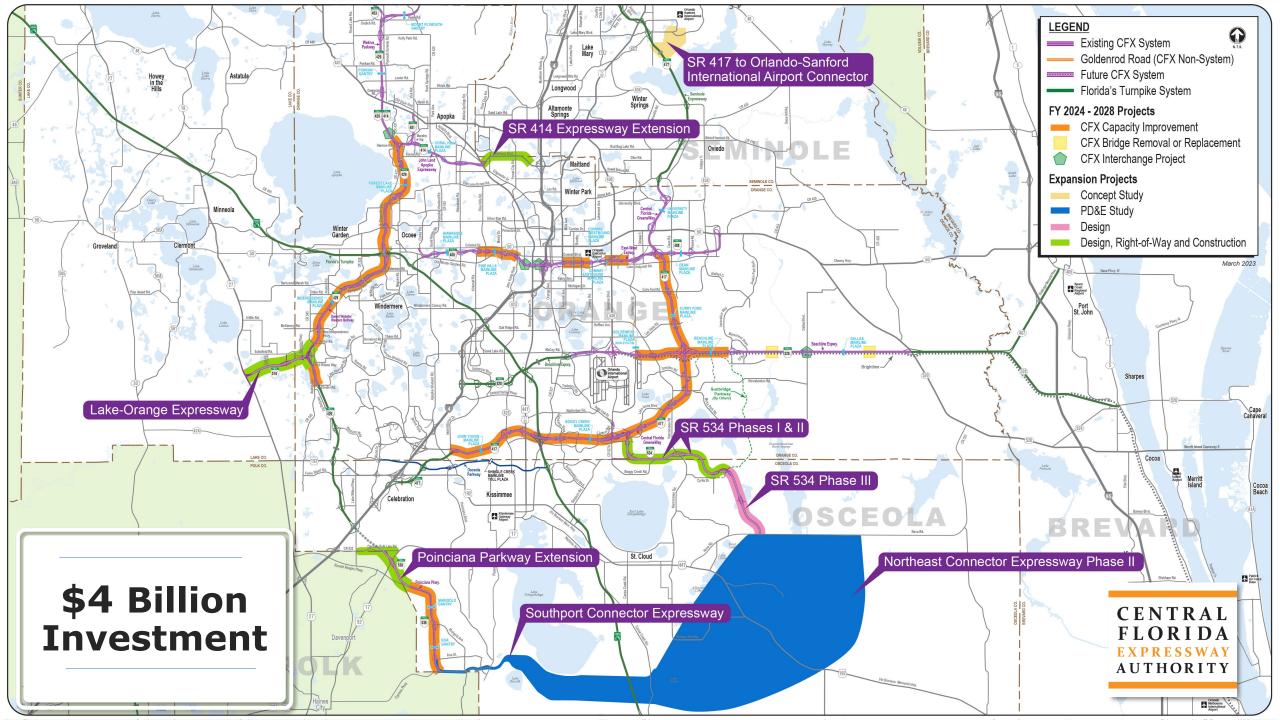
	FY 2023 Budget	FY 2023 Projected	FY 2024 Budget	% Change Over
		<u>Year End</u>		FY 23 Budget
Tolls	\$612,100,000	\$651,500,000	\$706,400,000	15%
Fees	6,855,000	7,308,200	7,555,000	10%
Transponder Sales	1,963,246	2,339,560	2,423,759	23%
Other Operating	1,757,584	2,097,560	2,165,967	23%
Interest	2,362,077	8,307,666	10,206,745	332%
Miscellaneous	809,070	814,686	906,374	12%
<b>Total Revenues</b>	\$625,846,977	\$672,367,672	\$729,657,845	17%



### FY 2024-2028 Five-Year Work Plan

Project Cost Summary (\$000's)			Fiscal Year			
Category	2023/24	2024/25	2025/26	2026/27	2027/28	Totals
Existing System Improvements	371,300	117,770	139,013	144,731	201,923	974,737
System Expansion Projects	285,692	501,795	456,543	532,632	589,913	2,366,575
Interchange Projects	7,032	51,176	88,168	136,162	68,915	351,453
Facilities Projects	20,893	9,870	24,638	16,331	6,082	77,814
<b>Transportation Technology Projects</b>	8,599	21,967	4,968	1,278	4,142	40,954
Information Technology Projects	12,770	15,379	2,534	2,180	2,180	35,043
Signing and Pavement Markings	8,124	9,884	2,109	4,322	6,130	30,569
Renewal and Replacement Projects	4,557	35,761	17,017	39,389	54,992	151,716
Landscape & Hardscape Projects	257	3,222	1,418	109	1,478	6,484
Non-System Projects	1,900	1,937	0	231	2,917	6,985
TOTALS	721,124	768,761	736,408	877,365	938,672	4,042,330







	FY 2023 Budget	FY 2023 Projected Year End	FY 2024 Budget	% Change Over FY 23 Budget
Operations	\$86,081,794	\$83,885,647	\$97,803,501	14%
Maintenance	\$25,897,775	\$22,618,433	\$26,751,636	3%
Administration	\$11,451,099	\$10,746,467	\$12,986,273	13%
Other Operating	\$2,888,989	\$2,831,012	\$2,885,000	0%
Total Expenses	\$126,319,657	\$120,081,559	\$140,426,410	11%



## **Debt Service Ratio**

	FY 2023 Budget	FY 2023 Projected	FY 2024 Budget
		<u>Year End</u>	
Total Revenues	\$625,846,977	\$672,367,672	\$729,657,845
Total Expenses	126,319,657	120,081,559	140,426,410
OM&A Reserve Deposits	2,144,771	2,144,771	1,763,344
FDOT Advances	(7,782,132)	(7,065,853)	(7,800,421)
Net Revenues	\$505,164,681	\$557,207,195	\$595,268,512
Senior Debt Service Payments	\$209,978,477	\$209,978,477	\$203,845,621
Senior Debt Service Ratio	2.41	2.65	2.92



# Capital Planning Model Results



#### **Requires additional debt**

Approximately \$2.6 billion (FY24, FY25, FY26, FY27,FY28)

Approximately 64% of project expenditures over the 5 yr period



#### **Modeling updated**

New bonds are issued

New major assumptions



Debt coverage ratio meets 1.60 planning target





### Goldenrod Road Extension Non-System Project

- Toll revenue budget \$2,200,000
- Total operations and maintenance expense budget - \$533,375

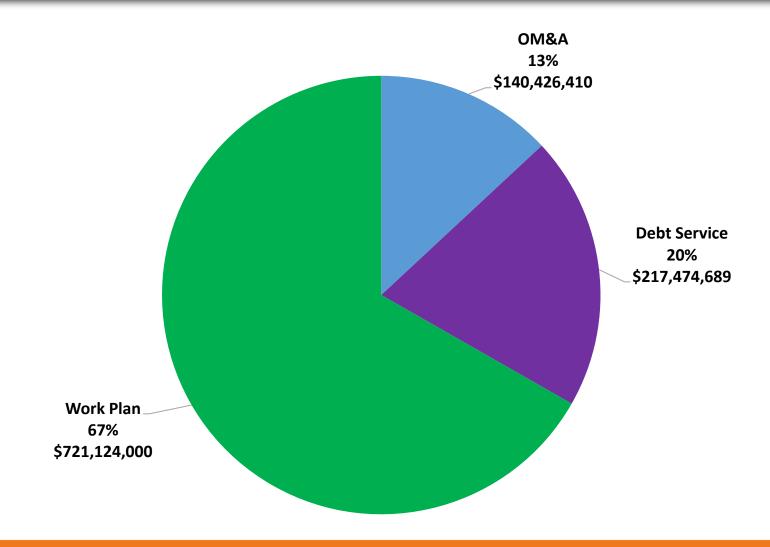








## **Budget for FY 2024**





### **Recommended Motion**

Approval of Budget, Fiscal Years 2024-2028 Five-Year Work Plan and Fiscal Year 2024 Operations, Maintenance and Administration.







## Central Florida Expressway Authority Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$612,100,000	\$651,500,000	\$706,400,000	\$94,300,000	8%	15%
Fees Collected via Pay by Plate and UTC's	6,855,000	7,308,200	7,555,000	700,000	3%	
Transponder sales	1,963,246	2,339,560	2,423,759	460,513	4%	23%
Other Operating	1,757,584	2,097,560	2,165,967	408,383	3%	23%
Interest	2,362,077	8,307,666	10,206,745	7,844,668	23%	332%
Miscellaneous	809,070	814,686	906,374	97,304	11%	12%
Total revenues	625,846,977	672,367,672	729,657,845	103,810,868	9%	17%
Expenses:						
Operations	86,081,794	83,885,647	97,803,501	11,721,707	17%	14%
Maintenance	25,897,775	22,618,433	26,751,636	853,861	18%	3%
Administrative	11,451,099	10,746,467	12,986,273	1,535,174	21%	13%
Other Operating	2,888,989	2,831,012	2,885,000	(3,989)	2%	0%
Total expenses	126,319,657	120,081,559	140,426,410	14,106,754	17%	11%
Add deposits into OMA reserve Less advances for operations and maintenance	2,144,771	2,144,771	1,763,344	(381,427)		
expenses received from the FDOT	(7,782,132)	(7,065,853)	(7,800,421)	(18,289)	10%	0%
Total Expenses and Deposits	120,682,296	115,160,477	134,389,334	13,707,038	17%	11%
Net revenues, as defined, plus payments received from the FDOT	505,164,681	557,207,195	595,268,511	90,103,830	7%	18%
Senior debt service payments*	209,978,477	209,978,477	203,845,621	(6,132,856)	-3%	-3%
Subordinate debt service payments	10,189,686	10,189,686	10,444,373	254,687	2%	2%
Total debt payments plus FDOT repayments	220,168,163	220,168,163	214,289,994	(5,878,169)	-3%	-3%
Subordinate debt service ratio of net revenues to total debt payment	2.29	2.53	2.78	0.48	10%	21%
Senior debt service ratio of net revenues to debt service	2.41	2.65	2.92	0.51	10%	21%

<sup>\*</sup> Per Bond Resolution Calculation.



## Central Florida Expressway Authority Budgeted Flow of Funds - Including Subordinate Payments On a Cash Flow Basis

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$612,100,000	\$ 651,500,000	\$ 706,400,000	\$94,300,000	8%	15%
Fees Collected via Pay by Plate and UTC's	6,855,000	7,308,200	7,555,000	700,000	3%	10%
Transponder sales	1,963,246	2,339,560	2,423,759	460,513	4%	23%
Other Operating	1,757,584	2,097,560	2,165,967	408,383	3%	23%
Interest	2,362,077	8,307,666	10,206,745	7,844,668	23%	332%
Miscellaneous	809,070	814,686	906,374	97,304	11%	12%
Total revenues	625,846,977	672,367,672	729,657,845	103,810,868	9%	17%
Expenses:						
Operations	86,081,794	83,885,647	97,803,501	11,721,707	17%	14%
Maintenance	25,897,775	22,618,433	26,751,636	853,861	18%	3%
Administrative	11,451,099	10,746,467	12,986,273	1,535,174	21%	13%
Other Operating	2,888,989	2,831,012	2,885,000	(3,989)	2%	0%
Total expenses	126,319,657	120,081,559	140,426,410	14,106,754	17%	11%
Debt service payments	209,209,668	209,209,668	206,525,621	(2,684,047)	-1%	-1%
Subordinate debt service payments	10,678,444	10,678,444	10,949,068	270,624.0	3%	3%
Renewal and Replacement Reserve	9,000,000	12,000,000	6,024,204	(2,975,796)	-50%	-33%
OM&A Capital Expenditures & Projects	211,000	124,906	411,000	200,000	229%	95%
Net Available for System Projects	\$270,428,208	\$320,273,095	\$365,321,542	\$94,893,333	14%	35%



#### Central Florida Expressway Authority All Activities - Total By Line Item

	Budget	Projected	Budget	\$ Inc (Decr)	% Inc (Decr)	% Ince (Decr)
	2023	2023	2024	Over Budget	Over Proj	Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 9,119,962	\$ 8,251,000	\$ 9,957,284	\$ 837,322	21%	9%
Social Security and Medicare	639,830	564,400	687,091	47,261	22%	7%
Retirement Contributions -FRS	1,330,120	1,248,700	1,700,163	370,043	36%	28%
Life and Health Insurance	2,181,035	1,687,000	2,218,932	37,897	32%	2%
State Assessment	21,048	18,070	21,485	438	19%	2%
Workers' Compensation	73,113	64,125	73,748	635	15%	1%
Total Salaries & Benefits	13,365,108	11,833,295	14,658,703	1,293,596	24%	10%
OTHER						
Cost Of Transponders Sold - Sticker	2,644,137	2,429,072	2,526,235	(117,902)	4%	-4%
Cost Of Transponders Sold - Bumper	5,442	5,243	5,400	(42)	3%	-1%
Cost Of Transponders Sold - Dual Protocol	-	3,236	1,600	1,600	-51%	
Cost Of Transponders Sold - Hang Tag	15,030	25,000	26,000	10,970	4%	
Cost Of Transponders Sold - Uni	2,350,000	1,341,398	1,395,054	(954,946)	4%	
Cost Of Transponders Sold - Uni Black	400,848	1,525,790	1,586,822	1,185,974	4%	
Professional Services	1,565,000	1,669,700	1,793,600	228,600	7%	15%
Legal Fees	72,000	42,000	72,000	-	71%	0%
Consultant Fees	278,000	168,000	316,000	38,000	88%	14%
Consultant Fees - Surveys	38,000	24,000	40,000	2,000	67%	
Maintenance Program Support	175,000	135,859	100,000	(75,000)	-26%	-43%
Maintenance Program Support - ITS	600,000	600,000	600,000	-	0%	0%
FON Program Support	250,000	250,000	275,000	25,000	10%	10%
Pavement Management System	31,000	-	31,000	-		0%
Auditing Fees	90,000	82,000	90,000	-	10%	0%
Contract Personnel	16,761,300	19,436,923	24,451,052	7,689,752	26%	46%
Toll Plazas Sarlaries/Wages	12,892,347	12,892,347	14,588,974	1,696,627	13%	13%
Toll Plazas Other Direct Expenses	472,775	472,775	484,588	11,813	2%	2%
Toll Collection Management Fees	1,187,128	1,187,128	1,199,015	11,887	1%	1%
Toll Plazas Administration Salaries	2,021,331	2,021,331	2,115,842	94,511	5%	5%
Toll Plazas Office Expenses	334,964	335,014	343,503	8,539	3%	3%
Toll Plazas Insurance and Bond	54,464	54,464	55,698	1,234	2%	2%
Florida Highway Patrol Services	2,431,658	1,300,000	3,272,290	840,632	152%	35%
Motorist Service Patrol Agreement	1,740,200	2,125,558	1,892,994	152,794	-11%	9%
Rapid Incident Scene Clearance	49,000	49,000	49,000	-	0%	0%
Toll Plazas Janitorial	394,327	394,327	428,791	34,464	9%	9%
Travel	90,950	75,670	117,900	26,950	56%	30%
Reimbursed Local Travel	13,625	4,268	13,650	25	220%	0%
Gasoline	27,775	32,290	31,000	3,225	-4%	12%
Telephone Service	402,807	280,400	290,965	(111,842)	4%	-28%
Internet Service	82,400	108,900	110,000	27,600	1%	33%
Postage and Delivery	4,409,500	4,784,477	5,020,764	611,264	5%	14%
Printing	1,430,075	1,462,005	1,525,075	95,000	4%	7%
Service Center Printing and Mailing	100,100	100,337	110,370	10,270	10%	10%
CAFR	20,000	24,000	24,000	4,000	0%	20%
Utilities	2,503,200	2,542,793	2,608,762	105,562	3%	4%
Leases - Equipment	67,275	50,678	43,461	(23,814)	-14%	-35%
Records Management	39,885	28,403	40,210	325	42%	1%
Lease Expense-VTP	70,888	62,813	64,700	(6,188)	3%	-9%
Toll System Monitoring	-	-	300,510	300,510		
Insurance	1,266,103	1,282,926	1,536,046	269,943	20%	21%
Repairs & Maint Equipment	926,100	815,298	918,750	(7,350)	13%	
Maintenance FON Locates	17,000	17,000	18,000	1,000	6%	6%



Maintenance - ITS Infrastructure	2,457,000	2,257,000	2,457,000	-	9%	0%
Support & Maint Software	130,300	125,527	130,300	-	4%	0%
Repairs & Maint Software and Hardware	2,074,250	1,789,076	2,378,250	304,000	33%	15%
Maintenance - Toll Collection Software	1,440,000	1,452,000	1,440,000	-	-1%	0%
Maintenance - Toll System Replacement	1,752,400	1,343,200	1,494,455	(257,945)	11%	-15%
Repairs & Maint Fiber Optic Network	165,000	110,000	190,000	25,000	73%	15%
Facilities Maintenance	2,891,691	2,844,637	3,165,045	273,354	11%	9%
Repairs and Maint Toll Equipment	2,811,642	1,626,884	2,715,499	(96,143)	67%	-3%
Repairs and Maint Toll Equipment Parts	455,000	227,500	478,670	23,670	110%	5%
Repairs & Maint VES Equipment	948,319	655,300	1,122,259	173,940	71%	18%
Repairs & Maint Vehicles	14,800	23,676	24,900	10,100	5%	68%
System Modifications Maintenance -Website	10,000	16,500	15,000	5,000	-9%	50%
Roadway and Bridges Maintenance	11,257,000	9,533,527	10,633,331	(623,669)	12%	-6%
Landscape Maintenance Service	3,496,223	3,109,477	3,643,552	147,329	17%	4%
Bridge Inspection	500,000	511,722	530,000	30,000	4%	6%
Sign Maintenance/Inspection	396,000	396,000	313,499	(82,501)	-21%	-21%
Traffic Signals and Lights	220,800	282,206	230,000	9,200	-18%	4%
Aquatics	122,400	122,400	316,666	194,266	159%	159%
Board Meeting Broadcasting	11,700	10,500	11,700	-	11%	0%
Promotion	3,201,500	3,000,000	3,200,000	(1,500)	7%	0%
Newsletter	3,600	3,540	3,600	-	2%	0%
Photography	2,500	8,400	2,500	-	-70%	0%
Displays	5,500	6,800	3,500	(2,000)	-49%	-36%
Graphic Production Services	72,100	202,000	110,500	38,400	-45%	53%
Promotional Items	28,850	8,600	28,100	(750)	227%	-3%
Advertising and Legal Notices	6,500	16,300	16,600	10,100	2%	155%
Bank Fees	1,216,110	1,212,950	1,232,670	16,560	2%	1%
Credit Card Fees	11,000,000	10,880,000	12,200,000	1,200,000	12%	11%
Security	1,000	1,000	-	(1,000)	-100%	-100%
Special Events	57,500	40,500	57,500	-	42%	0%
Employee Support Services	8,000	14,000	16,000	8,000	14%	100%
Miscellaneous Expense	18,350	25,574	26,650	8,300	4%	45%
Office Supplies	106,980	90,810	106,150	(830)	17%	-1%
Office Expense - Other	113,240	115,748	144,940	31,700	25%	28%
Maintenance of Traffic	- -	- -	473,670	473,670		
Operating Supplies	80,150	103,875	68,250	(11,900)	-34%	-15%
Transponder Supplies	56,602	102,200	107,310	50,708	5%	90%
Software Expense	2,900	300	2,900	-	867%	0%
Dues and Subscriptions	318,994	312,280	347,030	28,036	11%	9%
Plate Lookups	400,000	527,355	600,000	200,000	14%	50%
Books and Publications	550	515	550	-	7%	0%
Seminars and Conferences	46,250	37,950	52,890	6,640	39%	14%
Staff Training and Education	65,325	98,550	100,450	35,125	2%	54%
Contingency (Projects)	46,000	8,000	106,000	60,000	1225%	130%
Furniture	30,900	20,450	70,200	39,300	243%	127%
Total Other:	106,365,560	103,517,252	120,882,707	14,517,147	17%	14%
Interoperability Transaction Fee	3,700,000	1,900,000	2,000,000	(1,700,000)	5%	-46%
Other Operating Expenses	2,888,989	2,831,012	2,885,000	(3,989)	2%	0%
TOTAL	126,319,657	120,081,559	140,426,410	14,106,754	17%	11%
CAPITAL EXPENDITURES						
General Equipment	46,000	20,000	96,000	50,000	380%	109%
Vehicle Purchases	100,000	89,906	250,000	150,000	178%	150%
Software	65,000	15,000	65,000	-	333%	0%
Total Capital Expenditures:	211,000	124,906	411,000	200,000	229%	95%
. Clair Carpital Exportation Co.	2,000	,000	,	_00,000		3070



#### Central Florida Expressway Authority Operations Activity - Summary

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Toll Operations (710)	\$ 794,832	\$ 757,800	\$ 859,197	\$ 64,365	13%	8%
IT (720)	10,239,514	8,433,174	10,103,701	(135,813)	20%	-1%
Special Projects (725)	273,175	255,465	296,831	23,656	16%	9%
Service Center (740 & 750)	39,002,621	42,173,073	49,015,831	10,013,210	16%	26%
Business Relations (743)	173,562	160,100	186,372	12,810	16%	7%
Public Outreach/Education (745)	4,121,600	4,121,590	4,339,050	217,450	5%	5%
Toll Facilities	27,776,490	26,084,445	31,002,519	3,226,029	19%	12%
Subtotal	82,381,794	81,985,647	95,803,501	13,421,707	17%	16%
Interoperability Transaction Fee	3,700,000	1,900,000	2,000,000	(1,700,000)	5%	-46%
Total Operating Costs	86,081,794	83,885,647	97,803,501	11,721,707	17%	14%

#### **Capital Expenditures**

	Capital	<b>Expenditures</b>
--	---------	---------------------

Toll Operations (710)
IT (720)
Total Capital Expenditures

-	-	50,000			
50,000	20,000	50,000	-	150%	0%
50,000	20,000	100,000	50,000	400%	100%



#### Central Florida Expressway Authority Operations Activity - Total By Line Item

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 3,301,064	\$ 2,606,000	\$ 3,112,512	\$ (188,552)	19%	-6%
Social Security and Medicare	242,693	195,800	234,276	(8,417)	20%	-3%
Retirement Contributions -FRS	416,681	361,000	448,618	31,937	24%	8%
Life and Health Insurance	753,937	557,000	699,175	(54,762)	26%	-7%
State Assessment	6,600	5,150	6,060	(540)	18%	-8%
Workers' Compensation Total Salaries & Benefits	8,503 4,729,478	8,025 3,732,975	7,859 4,508,500	(644)	-2% 21%	-8% -5%
	1,720,170	0,702,070	4,000,000	(220,010)	2170	070
OTHER Cost Of Transponders Sold - Sticker	2,644,137	2,429,072	2,526,235	(117,902)	4%	-4%
Cost Of Transponders Sold - Bumper	5,442	5,243	5,400	(42)	3%	-1%
Cost Of Transponders Sold - Dual	, -	3,236	1,600	1,600 <sup>′</sup>	-51%	
Cost Of Transponders Sold - E-PASS Hang Tag	15,030	25,000	26,000	10,970	4%	73%
Cost Of Transponders Sold - Uni	2,350,000	1,341,398	1,395,054	(954,946)	4%	-41%
Cost Of Transponders Sold - Uni Black	400,848	1,525,790	1,586,822	1,185,974	4%	296%
Professional Services	802,000	944,000	979,000	177,000	4%	22%
Consultant Fees	-	-	50,000	50,000		
Consultant Fees- Surveys	38,000	24,000	40,000	2,000	67%	5%
Contract Personnel	15,799,800	18,629,797	23,617,389	7,817,589	27%	49%
Toll Plazas Sarlaries/Wages	12,892,347	12,892,347	14,588,974	1,696,627	13%	13%
Toll Plazas Other Direct Expenses	472,775	472,775	484,588	11,813	2%	2%
Toll Collection Management Fees	1,187,128	1,187,128	1,199,015	11,887	1%	1%
Toll Plazas Administration Salaries	2,021,331	2,021,331	2,115,842	94,511	5%	5%
Toll Plazas Office Expenses	334,964	335,014	343,503	8,539	3%	3%
Toll Plazas Insurance and Bond	54,464	54,464	55,698	1,234	2%	2%
Toll Plazas Janitorial	394,327	394,327	428,791	34,464	9%	9%
Travel	17,200	10,720	26,200	9,000	144%	52%
Reimbursed Local Travel	1,450	355	1,650	200	365%	14%
Gasoline	1,850	1,560	1,850	-	19%	0%
Telephone Service	402,807	280,400	290,965	(111,842)	4%	-28%
Data Service	82,400	108,900	110,000	27,600	1%	33%
Postage and Delivery	4,405,000	4,779,977	5,016,264	611,264	5%	14%
Printing	1,421,950	1,454,605	1,516,950	95,000	4%	7%
Service Center Printing and Mailing	100,100	100,337	110,370	10,270	10%	10%
Utilities	1,999,956	2,018,793	2,070,762	70,806	3%	4%
Leases - Equipment	5,822	5,678	6,000	178	6%	3%
Records Management	1,785	1,903	2,110	325	11% 3%	18% -9%
Lease Expense-VTP Toll System Monitoring	70,888	62,813	64,700 300,510	(6,188) 300,510	3%	-970
Insurance	902,972	921,390	1,125,811	222,839	22%	25%
Repairs & Maint Equipment	898,100	787,050	890,250	(7,850)	13%	-1%
Repairs & Maint Software and Hardware	2,061,050	1,758,800	2,362,250	301,200	34%	15%
Maintenance - Toll Collection Software	1,440,000	1,452,000	1,440,000	-	-1%	0%
Maintenance - Toll System Replacement	1,752,400	1,343,200	1,494,455	(257,945)	11%	-15%
Facilities Maintenance	2,244,040	2,207,311	2,458,815	214,775	11%	10%
Repairs and Maint Toll Equipment	2,811,642	1,626,884	2,715,499	(96,143)	67%	-3%
Repairs and Maint Toll Equipment Parts	455,000	227,500	478,670	23,670	110%	5%
Repairs & Maint VES Equipment	948,319	655,300	1,122,259	173,940	71%	18%
Repairs & Maint Vehicles	2,300	2,721	2,300		-15%	0%
Promotion	3,201,500	3,000,000	3,200,000	(1,500)	7%	0%
Newsletter	3,600	3,540	3,600	<del>-</del>	2%	0%
Displays	5,500	6,800	3,500	(2,000)	-49%	-36%
Graphic Production Services	61,800	180,000	100,000	38,200	-44%	62%
Promotional Items	25,750	5,500	25,000	(750)	355%	-3%
Bank Fees	1,157,360	1,147,200	1,165,670	8,310	2%	1%
Credit Card Fees	11,000,000	10,880,000	12,200,000	1,200,000	12%	11%
Miscellaneous Expense	3,850	3,074	4,150	300	35%	8%
Office Supplies Office Expense - Other	71,580 83,400	61,019 101,350	71,400 115,900	(180) 32,500	17% 14%	0% 39%
Maintenance of Traffic	-	101,330	473,670	473,670	14 70	J9 /0
Operating Supplies	80,150	103,875	68,250	(11,900)	-34%	-15%
Transponder Supplies	56,602	102,200	107,310	50,708	5%	90%
Software Expense	400	300	400		33%	0%
Dues and Subscriptions	2,500	2,075	2,500	-	20%	0%
·			•			



Plate Lookups Books and Publications Seminars and Conferences Staff Training and Education Contingency Project(s)	400,000 550 5,800 23,000 16,000	527,355 515 3,400 12,250 8,000	600,000 550 5,800 23,000 16,000	200,000 - - - -	14% 7% 71% 88% 100%	50% 0% 0% 0% 0%
Furniture	13,350	11,100	55,750	42,400	402%	318%
Total Other:	77,652,316	78,252,672	91,295,001	13,642,685	17%	18%
SUBTOTAL	82,381,794	81,985,647	95,803,501	13,421,707	17%	16%
Interoperability Transaction Fee	3,700,000	1,900,000	2,000,000	(1,700,000)	5%	-46%
TOTAL	86,081,794	83,885,647	97,803,501	11,721,707	17%	14%
CAPITAL EXPENDITURES General Equipment Vehicle Purchases Software	30,000 - 20,000	20,000 - -	30,000 50,000 20,000	- 50,000 -	50%	0% 0%
Total Capital Expenditures:	50,000	20,000	100,000	50,000	400%	100%



#### Central Florida Expressway Authority Maintenance Activity - Summary

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Inc (Decr) Over Budget
Maintenance Administration (810)	\$ 3,256,724	\$ 3,463,847	\$ 3,437,640	\$ 180,916	-1%	6%
Traffic Operations (820)	6,674,628	5,263,270	7,656,099	981,471	45%	15%
Routine Maintenance (408, 414, 417, 429, 451, 453, 528, 538)	15,966,423	13,891,316	15,657,897	(308,526)	13%	-2%
Total Maintenance Costs	25,897,775	22,618,433	26,751,636	853,861	18%	3%
Capital Expenditures						
Capital Expenditures  Maintenance Administration (810)  Traffic Operations (820)	106,000	89,906 -	56,000 50,000	(50,000) 50,000	-38%	-47%
Total Capital Expenditures	106,000	89,906	106,000	-	18%	0%



#### Central Florida Expressway Authority Maintenance Activity - Total By Line Item

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,175,591	\$ 1,110,000	\$ 1,268,676	\$ 93,085	14%	8%
Social Security and Medicare	85,795	83,500	90,701	4,906	9%	6%
Retirement Contributions -FRS	130,608	130,300	159,599	28,991	22%	22%
Life and Health Insurance	300,159	225,000	300,538	379	34%	0%
State Assessment	2,940	2,600	2,940	-	13%	0%
Workers' Compensation	39,201	34,200	39,201	_	15%	0%
Total Salaries & Benefits	1,734,294	1,585,600	1,861,655	127,361	17%	7%
OTHER						
Consultant Fees	60,000	60,000	80,000	20,000	33%	33%
Maintenance Program Support	175,000	135,859	100,000	(75,000)	-26%	-43%
Maintenance Program Support - ITS	600,000	600,000	600,000	-	0%	0%
FON Program Support	250,000	250,000	275,000	25,000	10%	10%
Pavement Management System	31,000	-	31,000	-		0%
Florida Highway Patrol Services	2,431,658	1,300,000	3,272,290	840,632	152%	35%
Motorist Service Patrol Agreement	1,740,200	2,125,558	1,892,994	152,794	-11%	9%
Rapid Incident Scene Clearance	49,000	49,000	49,000	-	0%	0%
Travel	9,500	6,000	10,500	1,000	75%	11%
Reimbursed Local Travel	600	600	600	-	0%	0%
Gasoline	24,500	29,500	27,600	3,100	-6%	13%
Utilities	155,000	170,000	186,000	31,000	9%	20%
Maintenance FON Locates	17,000	17,000	18,000	1,000	6%	6%
Maintenance - ITS Infrastructure	2,457,000	2,257,000	2,457,000	-	9%	0%
Repairs & Maint Fiber Optic Network	165,000	110,000	190,000	25,000	73%	15%
Repairs & Maint Vehicles	8,000	18,530	18,000	10,000	-3%	125%
Roadway and Bridges Maintenance	11,257,000	9,533,527	10,633,331	(623,669)	12%	-6%
Landscape Maintenance Service	3,440,223	3,045,461	3,544,401	104,178	16%	3%
Bridge Inspection	500,000	511,722	530,000	30,000	4%	6%
Sign Maintenance/Inspection	396,000	396,000	313,499	(82,501)	-21%	-21%
Traffic Signals and Lights	220,800	282,206	230,000	9,200	-18%	4%
Aquatics	122,400	122,400	316,666	194,266	159%	159%
Office Supplies	4,000	3,000	4,000	-	33%	0%
Office Expense - Other	3,250	2,250	3,250	-	44%	0%
Dues and Subscriptions	1,850	1,620	1,850	-	14%	0%
Seminars and Conferences	5,000	4,000	5,500	500	38%	10%
Staff Training and Education	7,000	600	7,000	-	1067%	0%
Contingency Project(s)	30,000	-	90,000	60,000		200%
Furniture	2,500	1,000	2,500	-	150%	0%
Total Other:	24,163,481	21,032,833	24,889,981	726,500	18%	3%
TOTAL	25,897,775	22,618,433	26,751,636	853,861	18%	3%
CAPITAL EXPENDITURES						
General Equipment	6,000	-	6,000	-		0%
Vehicle Purchases	100,000	89,906	100,000		11%	0%
Total Capital Expenditures:	106,000	89,906	106,000	-	18%	0%



#### Central Florida Expressway Authority Administration Activity - Summary

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
General (610)	\$ 1,155,494	\$ 1,115,844	1,188,713	\$ 33,219	7%	3%
Security (613)	480,478	247,460	299,757	(180,721)	21%	-38%
525 Magnolia (615)	151,779	190,101	212,836	61,057	12%	40%
Administrative Services (620)	2,502,750	2,682,050	2,927,918	425,168	9%	17%
Engineering (623)	97,257	85,360	118,277	21,020	39%	22%
Legal (625)	715,638	641,650	764,612	48,974	19%	7%
Accounting (630)	1,809,479	1,790,927	2,212,921	403,442	24%	22%
Contracts Compliance (635)	227,633	183,000	235,935	8,302	29%	4%
Procurement (640)	686,315	663,178	890,955	204,640	34%	30%
Risk Management (645)	543,899	521,627	604,830	60,931	16%	11%
Records Management (655)	431,655	393,870	468,876	37,221	19%	9%
Human Resources (660)	505,550	468,350	616,841	111,291	32%	22%
Supplier Diversity (665)	424,566	308,950	420,575	(3,991)	36%	-1%
Communications (670)	1,052,103	803,200	1,338,995	286,892	67%	27%
Construction Administration (685)	102,503	86,900	120,232	17,729	38%	17%
Internal Audit (690)	564,000	564,000	564,000	-	0%	0%
Total Administration Costs	11,451,099	10,746,467	12,986,273	1,535,174	21%	13%

#### **Capital Expenditures and Projects**

10,000	-	60,000	50,000		500%
-	-	50,000	50,000		
45,000	15,000	45,000	-	200%	0%
-	-	50,000	50,000		
55,000	15,000	205,000	150,000	1267%	273%
	45,000 -	45,000 15,000 	<b>50,000</b> 45,000 15,000 <b>45,000 50,000</b>	50,000 50,000 45,000 15,000 45,000 - 50,000 50,000	50,000 50,000 45,000 15,000 45,000 - 200% 50,000 50,000



#### Central Florida Expressway Authority Administration Activity - Total By Line Item

Social Socially and Mediciane   311,342   285,100   362,114   50,772   27%   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159   159		Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Salarias & Wages	SALARIES & BENEFITS						
Social Security and Mediciane   311,342   285,100   362,114   50,772   27%   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198   198		\$ 4 643 307	\$ 4 535 000	\$ 5.576.096	\$ 932 789	23%	20%
Retirement Contributions - F-RS   752,831   757,400   1,091,946   309,115   44%   399, 905,000   1,219,219   92,220   35%   899, Slate Assessment   11,068   10,320   1,248,59   978   21%   899, Slate Assessment   11,068   10,320   21,800   22,868   1,279   22%   599, Total Salaries & Benefits   6,901,336   6,514,720   8,288,648   1,279   22%   599, Total Salaries & Benefits   763,000   725,700   814,600   51,600   12%   779, Professional Services   72,000   42,000   72,000   -71%   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.00   0.0	•						16%
Life and Health Insurance				•			39%
State Assessment							8%
Vorkers			•				8%
OTHER         COTHER				•			5%
Professional Services   763,000   725,700   814,800   51,600   12%   79   Legal Fees   72,000   42,000   72,000   72,000   72,000   72%   15%   79%   15%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%   79%	·						20%
Legal Fees	OTHER						
Consultant Fees         218,000         108,000         486,000         72%         1.5%           Auditing Fees         90,000         82,000         90,000         -         1.0%         1.0%           Contract Personnel         981,500         807,126         833,863         1(127,837)         3%         1.33           Travel         64,260         58,980         81,200         16,950         38%         28%           Reimbursed Local Travel         11,575         3,313         11,400         (175)         244%         -28           Gasoline         1,425         1,230         1,550         125         20%         99           Postage and Delivery         4,500         4,500         -10%         09           Printing         8,125         7,400         8,125         - 10%         09           CAFR         20,000         24,000         4,000         4,000         0%         20           Utilities         348,244         334,000         322,000         3,766         -1%         19%           Records Management         36,100         26,500         33,100         -         44%         19           Repairs & Maint - Software         130,000	Professional Services	763,000	725,700	814,600	51,600	12%	7%
Auditing Fees	Legal Fees	72,000	42,000	72,000	-	71%	0%
Contract Personnel   961,500   807,126   833,663   11,727,837   3%   2.6%   13	Consultant Fees	218,000	108,000	186,000	(32,000)	72%	-15%
Tavel   64,250   58,950   81,200   16,950   33%   269   Relimbursed Local Travel   11,575   3,313   11,400   (175)   244%   -29   Gasoline   1,425   1,230   1,550   125   26%   99   Postage and Delivery   4,500   4,500   4,500   -2   0%   0%   0%   0%   0%   0%   0%   0	Auditing Fees	90,000	82,000	90,000	-	10%	0%
Reimbursed Local Travel	Contract Personnel	961,500	807,126	833,663	(127,837)	3%	-13%
Seasoline	Travel	64,250	58,950	81,200	16,950	38%	26%
Postage and Delivery	Reimbursed Local Travel	11,575	3,313	11,400	(175)	244%	-2%
Printing	Gasoline	1,425	1,230	1,550	125	26%	9%
CAFR   20,000   24,000   24,000   4,000   0%   20%   Utilities   348,244   354,000   352,000   3,756   -1%   1%   1%   18   18   18   18   18	Postage and Delivery	4,500	4,500	4,500	-	0%	0%
Leases - Equipment	Printing	8,125	7,400	8,125	-	10%	0%
Leases - Equipment	CAFR	20,000	24,000	24,000	4,000	0%	20%
Records Management   38, 100   26,500   38,100   - 44%   0%   0%   0%   0%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%   13%	Utilities	348,244	354,000	352,000	3,756	-1%	1%
Repairs & Maint Equipment   28,000   28,248   28,500   500   1%   2%   2%   2%   2%   2%   2%   2%	Leases - Equipment	61,453	45,000	37,461	(23,992)	-17%	-39%
Repairs & Maint Equipment         28,000         28,248         28,500         500         1%         2%           Support & Maint Software         130,300         125,527         130,300         -         4%         0%           Repairs & Maint Software and Hardware         13,200         30,276         16,000         2,800         .47%         21%           Facilities Maintenance         647,651         637,326         706,230         58,579         11%         9%           Repairs & Maint Vehicles         4,500         2,425         4,600         100         90%         2%           System Modifications Maintenance - Website         10,000         16,500         15,000         5,000         -9%         50%           Landscape Maintenance Service         56,000         64,016         99,151         43,151         55%         777           Board Meeting Broadcasting         11,700         10,500         11,700         -         111%         0%           Photography         2,500         8,400         2,500         -         -70%         0%           Graphic Production Services         10,300         22,000         10,500         20         -52%         2%           Promotional Items	Records Management	38,100	26,500	38,100	-	44%	0%
Support & Maint Software         130,300         125,527         130,300         -         4%         0%           Repairs & Maint Software and Hardware         13,200         30,276         16,000         2,800         -47%         21%           Repairs & Maint Vehicles         847,651         637,326         706,230         58,579         11%         9%           Repairs & Maint Vehicles         4,500         2,425         4,600         100         90%         2%           System Modifications Maintenance Service         56,000         64,016         99,151         43,151         55%         777           Board Meeting Broadcasting         11,700         10,500         11,700         -         11%         0%           Graphic Production Services         10,300         22,000         10,500         20         -52%         2%           Promotional Items         3,100         3,100         3,100         2,00         -         0%         0%           Advertising and Legal Notices         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         -         (1,000)         -         10%           Special Events	Insurance	363,131	361,536	410,235	47,104	13%	13%
Repairs & Maint Software and Hardware         13,200         30,276         16,000         2,800         47%         21%           Facilities Maintenance         647,651         637,326         706,230         58,579         11%         9%           Repairs & Maint Vehicles         4,500         2,425         4,600         100         9%         2%           System Modifications Maintenance - Website         10,000         16,500         15,000         5,000         -9%         50%           Board Medring Broadcasting         11,700         10,500         11,700         -         11%         0%           Photography         2,500         8,400         2,500         -         -70%         0%           Graphic Production Services         10,300         22,000         10,500         20         -52%         2%           Promotional Items         3,100         3,100         3,100         2,000         10,100         2%         155%           Bank Fees         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         -         (1,000)         100%         100%           Security         1,000         1,000 </td <td>Repairs &amp; Maint Equipment</td> <td>28,000</td> <td>28,248</td> <td>28,500</td> <td>500</td> <td>1%</td> <td>2%</td>	Repairs & Maint Equipment	28,000	28,248	28,500	500	1%	2%
Pacilities Maintenance   647,651   637,326   706,230   58,579   111%   99     Repairs & Maint Vehicles   4,500   2,425   4,600   100   90%   27     System Modifications Maintenance - Website   10,000   16,500   15,000   5,000   -9%   50%     Landscape Maintenance Service   56,000   64,016   99,151   43,151   55%   77%     Board Meeting Broadcasting   11,700   10,500   11,700   -   111%   07     Photography   2,500   8,400   2,500   -   -70%   07     Graphic Production Services   10,300   22,000   10,500   200   52%   29     Promotional Items   3,100   3,100   3,100   -   0%   07     Advertising and Legal Notices   6,500   16,300   16,600   10,100   2%   155%     Bank Fees   58,750   65,750   67,000   8,250   2%   14%     Security   1,000   1,000   -   (1,000)   -100%   -100%     Special Events   57,500   40,500   57,500   -   42%   0%     Employee Support Services   8,000   14,000   16,000   8,000   14%   100%     Miscellaneous Expense   14,500   22,500   2,2500   8,000   0%   55%     Office Expense - Other   26,590   12,148   25,790   (800)   112%   39%     Software Expense   2,500   -   2,500   -   0%     Dues and Subscriptions   314,644   308,585   342,680   28,036   11%   99     Furniture   15,050   8,350   11,950   (3,100)   43%   -21%     TOTAL   11,451,099   10,746,467   12,986,273   1,535,174   21%   13%     CAPITAL EXPENDITURES   General Equipment   45,000   15,000   -   60,000   50,000   50,000     Vehicles   -   -   100,000   100,000   -   200%   0%     Vehicles   -   -   100,000   100,000   -   200%   0%     Vehicles   -   -   100,000   100,000   -   200%   0%     Vehicles   -   -   100,000   100,000   -   200%   0%   0%     Vehicles   -   -   100,000   -   200%   0%     Vehicles   -   -   100,000   -   200%   0%     Vehicles   -   -   100,000   -   200%   0%     Vehicles   -     -   100,000   -   200%   0%   0%     Vehicles   -     -   100,000   -   200%   0%     Vehicles   -     -   100,000   -   200%   0%   0%     Vehicles   -	Support & Maint Software	130,300	125,527	130,300	-	4%	0%
Repairs & Maint Vehicles	Repairs & Maint Software and Hardware	13,200	30,276	16,000	2,800	-47%	21%
System Modifications Maintenance - Website         10,000         16,500         50,000         5,000         -9%         50%           Landscape Maintenance Service         56,000         64,016         99,151         43,151         55%         77%           Board Meeting Broadcasting         11,700         10,500         11,700         -         11%         0%           Photography         2,500         8,400         2,500         -         -70%         0%           Graphic Production Services         10,300         22,000         10,500         20         -52%         2%           Promotional Items         3,100         3,100         3,100         3,100         3,100         20         -52%         2%           Promotional Items         6,500         16,300         16,600         10,100         2%         155%           Bank Fees         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         1,000         -         (1,000)         -100%           Special Events         57,500         40,500         57,500         -         42%         0%           Employee Support Services         8,000 <t< td=""><td>Facilities Maintenance</td><td></td><td>637,326</td><td></td><td>58,579</td><td>11%</td><td>9%</td></t<>	Facilities Maintenance		637,326		58,579	11%	9%
Landscape Maintenance Service   56,000   64,016   99,151   43,151   55%   77%   Board Meeting Broadcasting   11,700   10,500   11,700   - 11%   0%   0%   0%   0%   0%   0%   0%	Repairs & Maint Vehicles	4,500	2,425	4,600	100	90%	2%
Board Meeting Broadcasting		10,000	16,500	15,000	5,000	-9%	50%
Photography	Landscape Maintenance Service	56,000	64,016	99,151	43,151	55%	77%
Graphic Production Services         10,300         22,000         10,500         200         -52%         2%           Promotional Items         3,100         3,100         3,100         -         0%         0%           Advertising and Legal Notices         6,500         16,300         16,600         10,100         2%         155%           Bank Fees         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         -         (1,000)         -100%         -100%           Special Events         57,500         40,500         57,500         -         42%         0%           Employee Support Services         8,000         14,000         16,000         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         14%         20           Office Supplies         31,400         26,791         30,750         (650)         115%         -2%           Office Expense - Other         26,590         12,148         25,790         (8	Board Meeting Broadcasting				-		0%
Promotional Items         3,100         3,100         3,100         -         0%         0%           Advertising and Legal Notices         6,500         16,300         16,600         10,100         2%         155%           Bank Fees         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         -         (1,000)         -100%         -100%           Special Events         57,500         40,500         57,500         -         42%         0%           Employee Support Services         8,000         14,000         16,000         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         0%         55%           Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         2,500         -         0%           Seminars and Conferences         35,450         30,550         41,590	<del>-</del>				-		
Advertising and Legal Notices         6,500         16,300         16,600         10,100         2%         155%           Bank Fees         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         -         (1,000)         -100%         -100%           Special Events         57,500         40,500         57,500         -         42%         0%           Employee Support Services         8,000         14,000         16,000         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         0%         55%           Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         0%         -         0%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450<	·			•	200		2%
Bank Fees         58,750         65,750         67,000         8,250         2%         14%           Security         1,000         1,000         -         (1,000)         -100%         -100%           Special Events         57,500         40,500         57,500         -         42%         0%           Employee Support Services         8,000         14,000         16,000         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         0%         55%           Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         -         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125<					-		0%
Security	<u> </u>						155%
Special Events         57,500         40,500         57,500         -         42%         0%           Employee Support Services         8,000         14,000         16,000         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         0%         55%           Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         0%         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           TOTAL         11,451,099         10,746,467         12,986,273				67,000			14%
Employee Support Services         8,000         14,000         16,000         8,000         14%         100%           Miscellaneous Expense         14,500         22,500         22,500         8,000         0%         55%           Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         1	·			-	(1,000)		
Miscellaneous Expense         14,500         22,500         22,500         8,000         0%         55%           Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         2,500         -         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         50,0%           Vehicles <td< td=""><td>·</td><td></td><td></td><td>•</td><td>-</td><td></td><td></td></td<>	·			•	-		
Office Supplies         31,400         26,791         30,750         (650)         15%         -2%           Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         50,000           Vehicles         -         -         100,000         100,000         -         200%         0%							
Office Expense - Other         26,590         12,148         25,790         (800)         112%         -3%           Software Expense         2,500         -         2,500         -         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         50,000           Vehicles         -         -         100,000         100,000         -         200%         0%           Software         45,000         15,000         45,000         -         200%         0%							55%
Software Expense         2,500         -         2,500         -         0%           Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         50,000           Vehicles         -         -         100,000         100,000         -         200%         0%           Software         45,000         15,000         45,000         -         200%         0%	··				, ,		
Dues and Subscriptions         314,644         308,585         342,680         28,036         11%         9%           Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           TOTAL         11,451,099         10,746,467         12,986,273         1,535,174         21%         13%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         50,000           Vehicles         -         -         -         100,000         100,000           Software         45,000         15,000         45,000         -         200%         0%			12,148		(800)	112%	
Seminars and Conferences         35,450         30,550         41,590         6,140         36%         17%           Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         500%           Vehicles         -         -         100,000         100,000         -         200%         0%           Software         45,000         15,000         45,000         -         200%         0%	•						0%
Staff Training and Education         35,325         85,700         70,450         35,125         -18%         99%           Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         500%           Vehicles         -         -         -         100,000         100,000           Software         45,000         15,000         45,000         -         200%         0%	•						
Furniture         15,050         8,350         11,950         (3,100)         43%         -21%           Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           TOTAL         11,451,099         10,746,467         12,986,273         1,535,174         21%         13%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         500%           Vehicles         -         -         100,000         100,000         200%         0%           Software         45,000         15,000         45,000         -         200%         0%							
Total Other:         4,549,763         4,231,747         4,697,725         147,962         11%         3%           TOTAL         11,451,099         10,746,467         12,986,273         1,535,174         21%         13%           CAPITAL EXPENDITURES           General Equipment         10,000         -         60,000         50,000         500%           Vehicles         -         -         100,000         100,000         500%           Software         45,000         15,000         45,000         -         200%         0%	_			•			
TOTAL 11,451,099 10,746,467 12,986,273 1,535,174 21% 13%  CAPITAL EXPENDITURES  General Equipment 10,000 - 60,000 50,000 5000  Vehicles 100,000 100,000  Software 45,000 15,000 45,000 - 200% 0%							
CAPITAL EXPENDITURES         General Equipment       10,000       -       60,000       50,000       500%         Vehicles       -       -       100,000       100,000         Software       45,000       15,000       45,000       -       200%       0%	Total Other:	4,549,763	4,231,747	4,697,725	147,962	11%	3%
General Equipment       10,000       -       60,000       50,000       500%         Vehicles       -       -       100,000       100,000         Software       45,000       15,000       45,000       -       200%       0%	TOTAL	11,451,099	10,746,467	12,986,273	1,535,174	21%	13%
Vehicles         -         -         100,000         100,000           Software         45,000         15,000         45,000         -         200%         0%	CAPITAL EXPENDITURES						
Software 45,000 15,000 <b>45,000</b> - 200% 0%	General Equipment	10,000	-	•			500%
<u> </u>		-	-	•	100,000		
Total Capital Expenditures: 55,000 15,000 <b>205,000</b> 150,000 1267% 273%				•	-		0%
	Total Capital Expenditures:	55,000	15,000	205,000	150,000	<u>1267%</u>	273%



# Cental Florida Expressway Authority Other Operating

	Budget 2023	Projected 2023	Budget 2024	•	Inc (Decr) ver Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Traffic & Engineering Consultant	\$ 763,989	\$ 850,913	\$ 725,000	\$	(38,989)	-15%	-5%
General Systems Consultant	200,000	-	-		(200,000)		-100%
General Engineering Consultant	1,925,000	1,980,099	2,160,000		235,000	9%	12%
Total Other Operating Expenses	2,888,989	2,831,012	2,885,000		(3,989)	2%	0%



#### Cental Florida Expressway Authority Goldenrod Road - Summary

	Budget 2023	Projected 2023	Budget 2024	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Maintenance	\$ 144,600	\$ 119,249	\$ 151,860	\$ 7,260	27%	5%
Operations	 310,429	250,636	381,515	71,086	52%	23%
TOTAL	455,029	369,885	533,375	78,346	44%	17%
TOLL REVENUE	(2,060,000)	(2,100,000)	(2,200,000)	(140,000)	5%	7%
NET RESULT OF ACTIVITY	(1,604,971)	(1,730,115)	(1,666,625)	(61,654)	-4%	4%



# **Category Summary**

				Project Cost (	thousand \$) *			
Category				Fiscal Year				
	20	24	20	)25	2026	2027	2028	Total
	Е	U	E	U	U	U	U	
Existing System Improvements	307,615	63,685	67,685	50,085	139,013	144,731	201,923	974,737
System Expansion Projects	30,643	255,049	24,057	477,738	456,543	532,632	589,913	2,366,575
Interchange Projects	3,372	3,660	910	50,266	88,168	136,162	68,915	351,453
Facilities Projects	5,468	15,425	0	9,870	24,638	16,331	6,082	77,814
Transportation Technology Projects	1,955	6,644	0	21,967	4,968	1,278	4,142	40,954
Information Technology Projects	800	11,970	0	15,379	2,534	2,180	2,180	35,043
Signing and Pavement Markings	6,919	1,205	1,045	8,839	2,109	4,322	6,130	30,569
Renewal and Replacement Projects	1,527	3,030	0	35,761	17,017	39,389	54,992	151,716
Landscape & Hardscape Projects	0	257	0	3,222	1,418	109	1,478	6,484
SUB-TOTALS	358,299	360,925	93,697	673,127	736,408	877,134	935,755	
TOTALS		719,224		766,824	736,408	877,134	935,755	4,035,345
Non-System Projects	135	1,765	0	1,937	0	231	2,917	6,985
GRAND TOTALS		721,124		768,761	736,408	877,365	938,672	4,042,330

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### **Existing System Improvements Summary (1 of 4)**

				Project Desc	ription											
Page	Project	Project Name			T .1			Proje	ect Cost (th	ousand \$) b	y Fiscal Yo	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject I hases Funded
							Е	U	E	U	U	U	U			
1	-	SR 408 Widening from SR 50 to Kirkman Road	SR 50	Pine Hills Road		Add Lanes, Mill & Resurface	0	0	0	0	0	112	112	224	SP	Study
2	408-174	SR 408 Widening from Kirkman Road to East of Church Street	Kirkman Road	East of Church Street	3.2	Add Lanes, Mill & Resurface	0	653	0	7,716	3,324	39,016	78,298	129,007	SP	Design, Const., & Partial Landscaping
3	408-175	SR 408 WB Widening from I-4 to Bumby & SR 436 to Goldenrod	I-4	Goldenrod Road	3.5	Add Lane, Mill & Resurface	0	2,034	0	4,048	117	40,596	41,032	87,827	SP	Design, Const., & Partial Landscaping
4	-	SR 408 EB Widening from SR 436 to Goldenrod Road	SR 436	Goldenrod Road	1.5	Add Lane, Mill & Resurface	0	0	0	0	0	112	112	224	SP	Study
5	417-141	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Add Lanes, Mill & Resurface	9,768	132	0	1,354	56	56	0	11,366	CF	Construction & Landscaping
6	417-142	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Add Lanes, Mill & Resurface	28,142	120	0	1,339	1,281	96	24	31,002	CF	Construction & Landscaping
7	417-149	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	3.7	Add Lanes, Mill & Resurface	25,112	1,800	0	76	664	32	24	27,708	CF	Construction & Landscaping
8	417-151	SR 417 Widening from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	4.5	Add Lanes, Mill & Resurface	22,668	0	0	0	0	0	0	22,668	CF	Construction
9	417-150	SR 417 Widening from Narcoossee Road to SR 528	Narcoossee Road	SR 528		Add Lanes, Mill & Resurface	40,071	825	0	268	2,635	108	81	43,988	CF	Construction & Landscaping
10	417-178	SR 417 Widening from SR 528 to SR 408 PD&E Study	SR 528	SR 408	6.4	Add Lanes, Mill & Resurface	0	214	0	255	0	0	0	469	SP	Study
11	-	SR 417 Widening from SR 528 to Lee Vista Blvd.	SR 528	Lee Vista Blvd.	1.4	Add Lanes, Mill & Resurface	0	0	0	5	1,457	968	7,390	9,820	SP	Study, Design, & Partial Construction
12		SR 417 Widening from Lee Vista Blvd. to Curry Ford Road	Lee Vista Blvd.	Curry Ford Road	2.1	Add Lanes, Mill & Resurface	0	0	0	10	2,844	1,160	19,761	23,775	SP	Study, Design, Partial Const., & Partial Landscaping
	_					Encumbered Total	125,761		0							
						Unencumbered Total		5,778		15,071	12,378	82,256	146,834			
					SU	B-TOTALS (Page 1)	131	,539	15,0	071	12,378	82,256	146,834			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Existing System Improvements Summary (2 of 4)**

				Project Desc	ription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Troject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	Floject Fliases Fullded
							E	U	Е	U	U	U	U			
13	-	SR 417 Widening from Curry Ford Road to SR 408	Curry Ford Road	SR 408	2.9	Add Lanes, Mill & Resurface	0	0	0	1,567	6,228	2,006	42,622	52,423	SP	Study, Design, & Partial Construction
14	-	SR 417 Widening from North of SR 408 to Orange/Seminole County Line	North of SR 408	Orange/Seminole County Line	4.5	Add Lanes, Mill & Resurface	0	0	0	0	0	112	112	224	SP	Study
15	-	SR 429 Widening from Seidel Road to N. of Tilden Road PD&E Study	Seidel Road	N. of Tilden Road	6.8	Add Lanes, Mill & Resurface	0	147	0	275	0	0	0	422	SP	Study
16	-	SR 429 Widening from Seidel Road to N. of Schofield Rd	Seidel Road	N. of Schofield Road	2.6	Add Lanes, Mill & Resurface	0	0	0	0	1,326	2,632	2,245	6,203	SP	Procurement & Design
17	-	SR 429 Widening from N. of Schofield Rd to N. of New Independence Pky.	N. of Schofield Road	N. of New Independence Pky.	2.0	Add Lanes, Mill & Resurface	0	0	0	5	1,712	2,276	923	4,916	SP	Procurement, Design, & Bidding
18	-	SR 429 Widening from N. of New Independence Pky. to N. of Tilden Road	N. of New Independence Pky.	N. of Tilden Road	2.2	Add Lanes, Mill & Resurface	0	0	0	10	2,836	2,836	579	6,261	SP	Procurement, Design, & Bidding
19	429-154	SR 429 Widening from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.6	Add Lanes, Mill & Resurface	46,932	0	9,780	256	2,584	104	104	59,760	CF	Construction & Landscaping
20	429-152	SR 429 Widening from Florida's Turnpike to West Road	Florida's Turnpike	West Road	5.4	Add Lanes, Mill & Resurface	64,620	0	37,696	977	1,679	1,612	128	106,712	CF	Construction & Partial Landscaping
21	429-153	SR 429 Widening from West Road to SR 414	West Road	SR 414	4.7	Add Lanes, Mill & Resurface	50,896	0	20,146	2,014	2,154	88	88	75,386	CF	Construction & Landscaping
22	-	Construction Supply Chain Escalation Costs	-	-	-	Construction Cost Escalation	0	50,000	0	0	0	0	0	50,000	SP	Construction
23	528-832	SR 528 / SR 436 Interchange and Widening Landscaping	SR 436	Goldenrod Road	3.4	Landscaping	100	0	33	0	0	0	0	133	CF	Maintenance
24	528-168	SR 528 Widening from Goldenrod Road to Narcoossee Road	Goldenrod Road	Narcoossee Road	1.8	Add Lanes, Mill & Resurface	112	309	0	17,916	26,859	0	0	45,196	CF	Design & Construction
						Encumbered Total	162,660		67,655							
						Unencumbered Total		50,456		23,020	45,378	11,666	46,801			

SUB-TOTALS (Page 2)

213,116

90,675

45,378

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Existing System Improvements Summary (3 of 4)**

				Project Descr	ription											
Page	Project	Project Name			T .1			Proje	ect Cost (th	ousand \$) ł	y Fiscal Yo	ear *		Total	Fund	Project Phases Funded
Pa	Number	Troject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject i nases i unucu
							Е	U	Е	U	U	U	U			
25	528-160	SR 528 Widening from Narcoossee Road to SR 417	Narcoossee Road	SR 417	2.0	Add Lanes, Mill & Resurface	1,373	0	0	0	0	0	0	1,373	CF	Construction
26	528-161	SR 528 Widening from SR 417 to Innovation Way	SR 417	Innovation Way	4.9	Add Lanes, Mill & Resurface	2,096	0	0	428	75,960	42,521	108	121,113	CF	Design, Construction, & Partial Landscaping
27	-	SR 528 Widening Study - Innovation Way to SR 520	Innovation Way	SR 520	11.5	PD&E Study	0	0	0	210	210	0	0	420	SP	PD&E Study
28	538-165	SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway	Ronald Reagan Parkway	Cypress Parkway	7.2	Add Lanes, Mill & Resurface	5,390	104	0	937	36	27	0	6,494	CF	Design-Build & Landscaping
29	408-830	SR 408 Landscaping from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Landscaping & Water Service	56	0	0	0	0	0	0	56	CF	Maintenance
30	408-831	SR 408 / SR 417 Interchange Landscaping	SR 408/SR 417	Lake Underhill Road	-	Landscaping	80	0	2	0	0	0	0	82	CF	Maintenance
31	417-833	SR 417 Landscaping from Econ Trail to County Line	Econlockhatchee Trail	County Line	2.3	Landscaping	0	716	28	0	14	0	0	758	CF	Installation & Maintenance
32	-	Wekiva Parkway (203) Kelly Park Rd. Interchange Landscape	Kelly Park Rd. Interchange	-	-	Landscaping	0	0	0	104	958	40	20	1,122	SP	Design, Installation & Maintenance
33	-	SR 453 Buffer Plantings	SR 429	SR 46	-	Landscaping	0	78	0	780	36	36	0	930	SP	Design, Installation & Maintenance
34	528-915	Owner's Authorized Rep. for the Brightline Const. along SR 528	OIA	SR 520	-	Roadway Construction CEI	110	0	0	0	0	0	0	110	CF	Construction Liaison
35	599-171	Systemwide Median Protection Improvements (429 / 451)	Seidel Road	Tilden Road	-	Guardrail	2,654	0	0	0	0	0	0	2,654	SP	Construction
36	-	Systemwide Emergency Repairs, Safety, and Operational Improvement Projects	-	-		Minor Roadway Projects	0	394	0	322	2,584	820	820	4,940	SP	Design & Construction
						Encumbered Total	11,759		30							
						Unencumbered Total		1,292		2,781	79,798	43,444	948			
					SU	B-TOTALS (Page 3)	13,0	051	2,8	311	79,798	43,444	948			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Existing System Improvements Summary (4 of 4)**

				8	_	_			•							
				Project Desc	ription											
Page	Project Number	Project Name	From	То	Length (miles)	Work Description	20		ect Cost (th	ousand \$)	by Fiscal Y	2027	2028	Total	Fund Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
37	528-757	SR 528 Farm Access Road 1 Bridge Removal	Farm Access Road 1	-	-	Bridge Removal	3,354	0	0	0	0	0	0	3,354	CF	Construction
38	-	SR 528 Farm Access Road 2 Bridge Replacement	Farm Access Road 2	-	-	Bridge Replacement	0	0	0	705	344	6,250	6,240	13,539	SP	Design & Construction
39	599-170B	Systemwide Water Body Protection Improvements	-	-	-	Pond Protection / Guardrail	10	512	0	256	0	0	0	778	CF	Bidding & Construction
40	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	0	0	20	155	155	150	480	SP	Design & Construction
41	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	772	0	612	155	155	150	1,844	SP	Design & Construction
42	408-167	SR 408 Lighting from I-4 to SR 417	I-4	SR 417	-	Lighting Replacement	4,066	0	0	0	0	0	0	4,066	CF	Construction
43	-	Systemwide Lighting	-	-	-	Lighting Rehabilitation	0	0	0	20	155	155	150	480	CF	Design & Construction
44	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	100	0	300	300	300	300	1,300	SP	Multimodal/Intermodal Study
45	599-157	Construction Safety Campaign	-	-	-	Safety Pilot	0	350	0	350	350	350	350	1,750	SP	Communications
46	528-172	SR 528 West Mainline Gantries	Boggy Creek Road	Daetwyler Drive	-	Add Mainline Gantries	5	4,425	0	6,950	0	0	0	11,380	CF	Bidding & Construction
						Encumbered Total	7,435		0							
						Unencumbered Total		6,159		9,213	1,459	7,365	7,340			
					SU	B-TOTALS (Page 4)	13,	594	9,2	213	1,459	7,365	7,340			
								,300	117	,770	139,013	144,731	201,923			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **System Expansion Projects Summary (1 of 3)**

				Project Descr	ription											
Page	Project	Project Name			т .1			Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Troject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject I hases I unded
							Е	U	Е	U	U	U	U			
47	599-233	Southport Connector Expressway PD&E Study	-	-	-	New Expressway	210	500	0	0	0	0	0	710	CF	PD&E Study
48	599-247	Northeast Connector Expressway Phase 2 PD&E Study	Florida's Turnpike	Nova Road	-	New Expressway	0	734	0	1,250	521	0	0	2,505	SP	PD&E Study
49	-	Future Corridor Planning Studies (Potential)	-	-	-	New Expressway	0	500	0	2,500	0	1,250	1,250	5,500	SP	Planning Studies
50	414-208	SR 414 Expressway Extension	US 441	Keller Road	3.7	New Expressway	7,475	0	13,225	0	3,205	69,076	138,130	231,111	SP	Design & Partial Construction
51	516-236	SR 516 from US 27 to Cook Road	US 27	Cook Road	1.6	New Expressway	732	3,484	0	95,478	95,773	26,739	116	222,322	CF	Design, Construction, & Partial Landscaping
52	516-237	SR 516 from Cook Road to Lake/Orange County Line	Cook Road	Lake/Orange County Line	1.9	New Expressway	1,120	4,404	0	73,284	73,868	23,290	160	176,126	CF	Design, Construction, & Partial Landscaping
53	516-238	SR 516 from Lake/Orange County Line to SR 429	Lake/Orange County Line	SR 429	0.9	New Expressway	3,405	58,803	0	78,404	78,971	29,649	232	249,464	CF	Construction & Partial Landscaping
54	-	SR 516 Right of Way	US 27	SR 429	4.4	New Expressway	0	102,600	0	45,600	22,820	0	0	171,020	CF	Right-of-Way
55	538-235A	CR 532 Widening from Lake Wilson Road to US 17/92	Lake Wilson Road	US 17/92	2.8	Add Lanes, Mill & Resurface	0	1,459	0	6,149	7,833	1,901	0	17,342	SP	Right-of-Way & Construction
56	538-235	SR 538 from CR 532 to South of US 17/92	CR 532	South of US 17/92	0.9	New Expressway	221	3,275	0	41,057	54,896	44,477	1,778	145,704	CF	Design, Const., & Partial Landscaping
57	538-234	SR 538 from South of US 17/92 to Ronald Reagan Parkway	South of US 17/92	Ronald Reagan Parkway	1.7	New Expressway	588	25,481	0	47,723	63,624	47,718	0	185,134	CF	Design & Construction
58	-	SR 538 Right of Way	CR 532	Ronald Reagan Parkway	2.6	New Expressway	0	21,424	0	11,536	0	0	0	32,960	CF	Right-of-Way
						Encumbered Total	13,751		13,225							
						Unencumbered Total		222,664		402,981	401,511	244,100	141,666			

SUB-TOTALS (Page 1)

236,415

416,206

401,511

244,100

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **System Expansion Projects Summary (2 of 3)**

				Project Descr	iption											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) t	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Troject Name	From	То		Work Description	20	)24	20	25	2026	2027	2028	lotai	Source	1 Toject I hases Funded
							Е	U	Е	U	U	U	U			
59	-	SR 538 Utility Corridor Pre-Works	CR 532	US 17/92	2.9	Utility Relocations	0	1,734	0	1,724	0	0	0	3,458	CF	Bidding & Construction
60	-	SR 538 Utility Corridor	CR 532	US 17/92	2.9	Utility Relocations	0	0	0	21,049	2,630	0	0	23,679	CF	Construction
61	534-240	SR 534 - Segment 1A - SR 417 SB Ramp Extensions	Landstar Boulevard	Boggy Creek Road	3.1	Operational Improvements	0	670	0	2,640	1,980	11,824	35,869	52,983	SP	Design, Partial Const., & Partial Landscaping
62	534-241	SR 534 - Segment 1 - SR 534/SR417 Interchange	SR 417	Laureate Boulevard	0.6	New Expressway	7,012	0	7,012	0	6,337	104,099	139,213	263,673	CF	Design, Partial Const., & Partial Landscaping
63	534-242	SR 534 - Segment 2 - SR 534 from Laureate Blvd. to E. of Simpson Rd.	Laureate Boulevard	East of Simpson Road	2.4	New Expressway	4,100	0	1,025	2,104	5	52,052	69,725	129,011	CF	Design, Partial Const., & Partial Landscaping
64	534-242A	SR 534 - Segment 2A - Simpson Road Extension	Boggy Creek Road	SR 534	1.4	New Local Road	1,140	0	475	0	960	3,994	15,928	22,497	CF	Design & Partial Const.
65	534-243	SR 534 - Segment 3 - SR 534 E. of Simpson Rd. to Narcoossee Rd.	East of Simpson Road	Narcoossee Road	2.0	New Expressway	4,640	0	2,320	2,437	16,988	67,912	68,319	162,616	CF	Design, Partial Const., & Partial Landscaping
66	-	SR 534 Phase I Right of Way	SR 417	Narcoossee Road	5.0	Right-of-Way	0	605	0	7,216	2,800	1,368	0	11,989	CF	Right-of-Way
67	534-244	SR 534 - Segment 4 - SR 534 from Narcoossee Road to Orange/Osceola Co. Line	Narcoossee Road	Orange/Osceola Co. Line	1.7	New Expressway	0	10	0	4,916	2,458	18,137	49,774	75,295	SP	Construction, & Partial
68	534-245	SR 534 - Segment 5 - SR 534 from Orange/Osceola Co. Line to Sunbridge Pkwy.	Orange/Osceola Co. Line	Sunbridge Parkway	1.6	New Expressway	0	5	0	3,155	3,150	6,538	42,420	55,268	SP	Design & Partial Construction
69	-	SR 534 Phase II Right of Way	Narcoossee Road	Sunbridge Parkway	3.3	Right-of-Way	0	29,361	0	29,516	1,860	744	341	61,822	SP	Right-of-Way
70	-	SR 534 - Segment 6 - SR 534 from Sunbridge Pkwy. to S. of Cyrils Road	Sunbridge Parkway	South of Cyrils Road	1.9	New Expressway	0	0	0	0	3,988	3,988	3,654	11,630	SP	Design
						Encumbered Total	16,892		10,832							
						Unencumbered Total		32,385		74,757	43,156	270,656	425,243			
				SUB-TOTALS (Page 2) 49,277 85,589 43,156							270,656	425,243				

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for Sy 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

U = Unencumbered costs

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.



# **System Expansion Projects Summary (3 of 3)**

				Project Desc	ription											
Page	Project	Project Name			T 4			Proje	ect Cost (th	ousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Troject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject i nases i unaca
							E	U	Е	U	U	U	U			
71	-	SR 534 - Segment 7 - SR 534 from S. of Cyrils Road to S. of Jack Brack Rd.	South of Cyrils Road	South of Jack Brack Road	1.9	New Expressway	0	0	0	0	4,080	4,080	6,502	14,662	SP	Design
72	-	SR 534 - Segment 8 - SR 534 from S. of Jack Brack Rd. to Nova Rd.	South of Jack Brack Road	Nova Road	1.8	New Expressway	0	0	0	0	3,796	3,796	6,502	14,094	SP	Design
73	-	Future Expansion Projects (Potential)	-	-	-	New Expressway	0	0	0	0	4,000	10,000	10,000	24,000	SP	Design & Partial Construction
						Encumbered Total	0		0							
						Unencumbered Total		0		0	11,876	17,876	23,004			
				SUB-TOTALS (Page 3)		(	0	(	)	11,876	17,876	23,004				
						TOTALS	285	,692	501.	,795	456,543	532,632	589,913			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.



# **Interchange Projects Summary**

				Project Descr	ription											
Page	Project	Project Name			T 41			Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	r roject vanc	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject I hases Funded
							Е	U	Е	U	U	U	U			
74	408-312b	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	110	0	0	0	0	0	0	110	CF	Corridor Consultant & Const. Liaison
75	408-315	SR 408 Tampa Avenue Interchange	West of Tampa Avenue	Orange Blossom Trail	-	Operational Improvements	729	103	10	32,954	55,136	56,721	4,852	150,505	CF	Design, ROW, Const. & Landscaping
76	408-315A	SR 408 Eastbound Widening & OBT Interchange Improvements	Orange Blossom Trail	I-4	1	Operational Improvements	733	2,199	0	12,968	25,916	27,166	0	68,982	CF	Design Criteria Package & Design-Build
77	528-307	SR 528 - Dallas Boulevard Interchange	East of Econ River Bridge	East of Dallas Blvd.	-	Interchange Reconstruction	0	1,358	0	4,044	892	27,470	56,181	89,945	CF	Design, Const. & Partial Landscaping
78	429-309	SR 429 - Binion Road Interchange	SR 414	South of Lust Road	-	New Interchange	1,800	0	900	0	6,224	24,505	7,882	41,311	CF	Design, Const., & Partial Landscaping
79	-	Interchange Planning Studies (Potential)	-	-	-	Interchange Studies	0	0	0	300	0	300	0	600	SP	Planning Studies

Encumbered Total	3,372		910				
Unencumbered Total		3,660		50,266	88,168	136,162	68,915
TOTALS	7,0	032	51,	176	88,168	136,162	68,915

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Facilities Projects Summary (1 of 3)**

		1		Project Desc	nintian	1									l	1
Page	Project	Project Name		Project Desc				Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	)24	20	25	2026	2027	2028	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
80	408-430	CFX Headquarters Renovations	-	-	-	Headquarters Improvements	155	0	0	0	0	0	0	155	CF	Construction
81	-	CFX Headquarters - PVs	-	-	-	Parking Lot Modifications	0	0	0	218	13,145	0	0	13,363	SP	Design & Construction
82	-	CFX Headquarters Chiller Replacement	-	-	-	Headquarters Chiller Replacement	0	0	0	0	0	120	888	1,008	CF	Design & Const.
83	-	Miscellaneous CFX Facility/Building Improvements	-	1	-	Miscellaneous Projects	0	468	0	468	468	468	468	2,340	SP	Design & Construction
84	599-416C	CFX East District Facility Renovation	-	-	-	District Facility Renovation	5	4,368	0	971	0	0	0	5,344	CF	Bidding & Construction
85	599-415A	CFX West District Facility	-	-	-	District Facility	0	0	0	210	4,054	2,021	0	6,285	SP	Study, Design & Construction
86	516-409	SR 516 Sustainability	-	,	-	-	0	0	0	0	170	6,152	0	6,322	CF	Design & Construction
87	408-428	CFX HQ Lighting Retro-commissioning	-	+	-	HQ Building Power Improvements	5	661	0	0	0	0	0	666	CF	Bidding & Construction
88	-	Work Zone Safety Application	1	1	-	Work Zone Safety	0	80	0	1,055	0	0	0	1,135	CF	Design & Construction
89	-	CFX Facilities Sustainability Program	-	1	-	HQ Building Power Improvements	0	35	0	137	118	0	0	290	SP	Design & Construction
90	414-473	Coral Hills Toll Plaza - PVs	-	-	-	Building Power Improvements	664	0	0	0	0	0	0	664	CF	Construction
91	-	Beachline and Dean Road Mainline Plazas - PVs	-	-		Building Power Improvements	0	0	0	57	1,661	552	0	2,270	SP	Design & Construction
						Encumbered Total	829		0							
						Unencumbered Total		5,612		3,116	19,616	9,313	1,356			
					SU	B-TOTALS (Page 1)	6,4	141	3,1	16	19,616	9,313	1,356			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Facilities Projects Summary (2 of 3)**

				Project Desc	cription											
9	Project	Dorling Norma						Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	D ' (D) E 11
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	)24	20	25	2026	2027	2028	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
92	ı	Dallas Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	0	75	1,931	0	2,006	SP	Design & Construction
93	599-407	Pine Hills, Curry Ford, and Forest Lake Toll Plaza - PVs	-	-	-	Building Power Improvements	10	2,060	0	1,408	0	0	0	3,478	CF	Bidding & Construction
94	-	Boggy Creek Mainline PVs	-	-	-	Building Power Improvements	0	62	0	786	388	0	0	1,236	SP	Design & Construction
95	599-426	Systemwide Generator Replacement (SR 417 / 408 / 429 / 528)	-	-	-	Generator Replacement	5	1,014	0	0	0	0	0	1,019	CF	Bidding & Construction
96	599-426A	Mainline Generator Replacements (SR 408 / 414 / 417 / 429 / 528)	-	-	-	Generator Replacement	2,822	0	0	0	0	0	0	2,822	CF	Construction
97	-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	8	0	298	301	573	298	1,478	SP	Design & Construction
98	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	23	0	140	28	144	64	399	SP	Design & Construction
99	599-765	Systemwide Plazas Roof Replacements	-	-	-	Roof Replacements	1,792	0	0	0	0	0	0	1,792	CF	Construction
100	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	40	550	550	550	1,690	SP	Design & Construction
101	599-435	Systemwide Dumb Waiter and Elevator Replacements	-	-	-	Dumb Waiters & Elevators	10	868	0	434	0	0	0	1,312	SP	Bidding & Construction
102	-	Ramp Plaza Enhancements Study	1	-	-	Ramp Plazas Study	0	102	0	0	0	0	0	102	SP	Study
103	-	Systemwide Toll Plaza Projects	1	-	-	Toll Plaza Projects	0	0	0	0	32	172	166	370	SP	Design & Construction
	· · ·					Encumbered Total	4,639		0							
						Unencumbered Total		4,137		3,106	1,374	3,370	1,078			
					SU	B-TOTALS (Page 2)	8,7	776	3,1	.06	1,374	3,370	1,078			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Facilities Projects Summary (3 of 3)**

				Project Desc	ription											
Page	Project	Project Name			T .1			Proje	ect Cost (the	ousand \$) ł	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Troject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject i nases i unaca
							Е	U	Е	U	U	U	U			
104	-	Toll System Improvements	-	-	-	Toll System Improvements	0	4,056	0	2,548	2,548	2,548	2,548	14,248	SP	Design & Construction
105	599-434	Toll Plaza Electrical and Grounding Analysis	-	-	-	Toll System Improvements	0	100	0	0	0	0	0	100	SP	Construction
106	-	Systemwide Uninterrupted Power Supply (UPS) Replacements	-	-	-	UPS Replacements	0	1,520	0	1,100	1,100	1,100	1,100	5,920	SP	Installation
						Encumbered Total	0		0							
						Unencumbered Total		5,676		3,648	3,648	3,648	3,648			
					SU	B-TOTALS (Page 3)	5,6	576	3,6	48	3,648	3,648	3,648			
						TOTALS	20,	893	9,8	70	24,638	16,331	6,082			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Transportation Technology Projects Summary (1 of 2)**

				-		<i>5</i> / J			•							
				Project Desc	ription											
Page	Project	Project Name			Length			Proje	ect Cost (th	ousand \$) l	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pe	Number		From	То	(miles)	Work Description	20	)24	20	25	2026	2027	2028		Source	
							Е	U	Е	U	U	U	U			
107	-	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	300	SP	Utility Adjustments
108	599-536	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	180	180	900	CF	Partnership Contributions
109	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	247	0	908	227	0	0	1,382	SP	Implementation
110	599-526D	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures	567	3,039	0	6,058	0	0	0	9,664	CF	Design & Construction
111	599-568	Wrong-Way Driving Countermeasure Upgrades	-	-	-	Wrong-Way Driving Countermeasure Upgrades	0	306	0	2,324	0	0	0	2,630	CF	Design & Construction
112	599-545B	Three-Line DMS Upgrade Program Phase II	-	-	-	New Full-Color DMS roadway signs	1,021	0	0	0	0	0	0	1,021	SP	Construction
113	599-542	Field Ethernet Switch Replacement	-	-	-	IT Network Switches	0	254	0	0	0	0	0	254	CF	Implementation
114	-	Traffic Monitoring Station Replacement	-	-	-	Traffic Monitoring Station Replacement	0	507	0	522	537	553	0	2,119	SP	Implementation
115	-	Connected Vehicle and Big Data Needs Assessment	-	-	-	Connected Vehicle Needs Study	0	250	0	0	0	0	0	250	SP	Study
116	-	Connected Vehicle and Big Data Pilot Project	-	-	-	Pilot Project	0	0	0	232	404	352	0	988	SP	Design & Installation
117	-	Connected Vehicle Technology Deployment		-	-	Deployment of Connected Vehicle Technology	0	0	0	0	0	143	3,612	3,755	SP	Design & Implementation
118	408-566	Video Wall Controller/Server Hardware Upgrades	-	-	-	Video Replacement & Server Upgrades	140	0	0	0	0	0	0	140	SP	Installation
						Encumbered Total	1,728		0							
														1		

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Transportation Technology Projects Summary (2 of 2)**

				Project Descr	ription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	)24	20	25	2026	2027	2028	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
119	-	Data Collection Sensor Replacement	-	-		Equipment Data Collection Sensors	0	300	0	300	0	0	300	900	SP	Installation
120	-	Lane Control Operations Software	-	-	-	Operations Software	0	450	0	450	0	0	0	900	SP	Installation
121	599-571	Systemwide Miscellaneous ITS Upgrades	-	-	_	TMS and Cabinet replacement	0	875	0	10,715	3,570	0	0	15,160	CF	Design & Installation
122	-	Lake Underhill Bridge Lighting Replacement	-	-	_	Bridge Lighting Replacement	0	60	0	150	0	0	0	210	SP	Design & Installation
123		ITS Uninterrupted Power Supply (UPS) Replacement	-	-	-	UPS Replacement	0	76	0	78	0	0	0	154	SP	Implementation
124	-	Data Server Software Enhancements	-	-	-	Operations Software	150	0	0	0	0	0	0	150	SP	Installation
125	408-128A	SR 408 Sign Truss Installation	-	-	-	DMS	77	0	0	0	0	0	0	77	CF	Construction

	Encumbered Total	227		0				
	Unencumbered Total		1,761		11,693	3,570	0	300
SUI	B-TOTALS (Page 2)	1,9	988	11,	693	3,570	0	300
	TOTALS	8,5	599	21,	967	4,968	1,278	4,142

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Information Technology Projects Summary**

				Project Desc	ription											
Page	Project	Project Name			T 41			Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	r roject rvanic	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject I hases Funded
							Е	U	Е	U	U	U	U			
126	599-555C	IT Infrastructure Upgrade	1	-	-	Hardware & Software	0	880	0	500	500	500	500	2,880	SP	Design & Implementation
127	599-532	CFX Operations Software Update	-	-	-	Hardware & Software	0	5,000	0	2,000	0	0	0	7,000	SP	Design & Implementation
128	599-556C	Software Development	-	-	1	Software	0	2,820	0	1,412	760	760	760	6,512	SP	Design & Implementation
129	599-563	Financial / Accounting Software Replacement	-	-	1	Software	0	750	0	2,416	354	0	0	3,520	CF	Design & Implementation
130	-	Toll System Hardware & Software Enhancement / Refresh	-	-	1	Hardware & Software	0	2,520	0	9,051	920	920	920	14,331	SP	Implementation & Testing
131	-	Payment Processor Implementation	-	-	-	Software	800	0	0	0	0	0	0	800	SP	Implementation & Testing

Encumbered Total	800		0				
Unencumbered Total		11,970		15,379	2,534	2,180	2,180
TOTAL	12,	770	15,	379	2,534	2,180	2,180

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Signing and Pavement Markings Summary**

				Project Desc	ription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	1 roject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	Project Phases Punded
							E	U	E	U	U	U	U			
132	599-646	Systemwide Guide Sign & Lighting Replacement	-	-	-	Signing & Lighting Replacement	6,264	0	1,045	0	0	0	0	7,309	CF	Construction
133	-	SR 429 & SR 453 Guide Sign Replacement	-	-	-	Signing Replacement	0	0	0	0	98	206	3,801	4,105	SP	Design, Bidding, & Const.
134	-	Systemwide Annual Toll Rate Signing Updates	-	-	-	Signing	0	210	0	210	210	210	210	1,050	SP	Design & Construction
135	599-645	FY 22 Systemwide Trailblazer Project	-	-	-	Signing	655	0	0	0	0	0	0	655	CF	Design & Construction
136	-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	0	0	75	1,085	620	615	2,395	SP	Design & Construction
137	-	Systemwide Signing Replacement Projects	-	-	-	Signing	0	221	0	2,693	226	2,796	1,014	6,950	SP	Design & Construction
138	-	Systemwide Miscellaneous Signing and Pavement Markings	-	-		Signing and Pavement Markings	0	774	0	5,861	490	490	490	8,105	SP	Design & Construction

Encumbered Total	6,919		1,045				
Unencumbered Total		1,205		8,839	2,109	4,322	6,130
TOTAL	8,1	.24	9,8	384	2,109	4,322	6,130

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# Renewal and Replacement Projects Summary (1 of 3)

					_	_										
				Project Desc	ription			ъ.	. 0 . (1	1.00.1	E' 137					
9	Project							Proje	ect Cost (th	ousand \$)	by Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	)24	20	25	2026	2027	2028	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
139	-	SR 408 Resurfacing	W of SR 50	Kirkman Road	3.5	Mill & Resurface	0	0	0	0	540	1,090	20,896	22,526	RR	Design & Construction
140	-	SR 408 EB Resurfacing	East of I-4	Lake Underhill	2.1	Mill & Resurface	0	0	0	0	0	0	620	620	RR	Design
141	-	SR 408 Resurfacing	Lake Underhill	Yucatan Drive	1.8	Mill & Resurface	0	0	0	0	1,170	9,996	4,993	16,159	RR	Design & Construction
142	-	SR 408 Resurfacing	SR 417	Rouse Road	2.4	Mill & Resurface	0	0	0	0	0	0	1,128	1,128	RR	Partial Design
143	-	SR 408 Resurfacing	Rouse Road	Alafaya Trail	1.8	Mill & Resurface	0	0	0	0	0	0	819	819	RR	Partial Design
144	417-760	SR 417 Resurfacing	SR 528	North of Berry Dease Road	4.4	Mill & Resurface	580	0	0	0	0	0	0	580	RR	Bidding & Construction
145	-	SR 417 Resurfacing	E-4 Bridge	Orange/Seminole County Line	2.8	Mill & Resurface	0	0	0	0	0	0	485	485	RR	Partial Design
146	429-745	SR 429/414 Resurfacing	SR 414	US 441	3.3	Mill & Resurface	204	10	0	12,772	0	0	0	12,986	RR	Design & Construction
147	-	SR 429 Resurfacing	US 441	Kelly Park Road	4.3	Mill & Resurface	0	0	0	0	1,024	8,748	4,369	14,141	RR	Design & Construction
148	-	SR 429 Resurfacing	Kelly Park Road	North of CR 435	3.4	Mill & Resurface	0	0	0	0	0	901	11,486	12,387	RR	Design & Construction
149	-	SR 453 Resurfacing	SR 429	SR 46	1.3	Mill & Resurface	0	0	0	0	925	8,834	2,943	12,702	RR	Design & Partial Const.
150	-	SR 528 Resurfacing	McCoy / Boggy Creek Rd.	SR 436	1.4	Mill & Resurface	0	0	0	568	4,860	2,425	0	7,853	RR	Design & Construction
						Encumbered Total	784		0							
						Unencumbered Total		10		13,340	8,519	31,994	47,739			

SUB-TOTALS (Page 1)

13,340

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### Renewal and Replacement Projects Summary (2 of 3)

		1	1											1		T
				Project Desc	ription			Proie	ect Cost (th	ousand \$)	ov Fiscal Y	ear *				
Page	Project	Project Name			T .1			,		***	- J			Total	Fund	Project Phases Funded
Pa	Number	1 Toject Name	From	То	Length (miles)	Work Description	20	24	20	25	2026	2027	2028	Total	Source	1 Toject i nases i unded
							Е	U	Е	U	U	U	U			
151	-	SR 528 Miscellaneous Resurfacing Project	Narcoossee Road	East of Innovation Way	1.9	Mill & Resurface	0	417	0	5,267	0	0	0	5,684	RR	Design & Construction
152	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	78	0	918	918	918	880	3,712	RR	Design & Construction
153	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	55	0	310	310	310	310	1,295	RR	Design & Construction
154	528-778	SR 528 Bridge Improvements	-	-	-	Bridge Repairs	108	702	0	692	0	0	0	1,502	RR	Design & Construction
155	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	52	0	429	429	392	243	1,545	RR	Design & Construction
156	599-773	Systemwide FY 23 Coatings of Steel Bridges and Plaza Ped Bridges (408 / 414 / 417 / 429)	-	-	-	Painting & Inspections	250	10	0	9,290	0	0	0	9,550	RR	Design & Construction
157	599-774	Systemwide FY 23 Coatings of Ramp Plaza Butterfly Structures	-	-	-	Painting & Inspections	0	87	0	941	0	0	0	1,028	RR	Design & Construction
158	-	SR 417 & SR 408 Concrete Coatings	S. of Lake Underhill Rd.	N. of University Blvd.	5.1	Painting & Inspections	0	306	0	3,072	0	0	0	3,378	RR	Design & Construction
159	-	SR 414 Concrete Coatings	SR 429	US 441	6.0	Painting & Inspections	0	0	0	322	5,496	0	0	5,818	RR	Design & Construction
160	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	0	0	0	160	4,635	4,635	9,430	RR	Design & Construction
161	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	25	0	275	275	275	275	1,125	RR	Design & Construction
162	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Structural	0	0	0	110	110	110	110	440	RR	Design & Construction
						Encumbered Total	358		0							
						Unencumbered Total		1,732		21,626	7,698	6,640	6,453			

SUB-TOTALS (Page 2)

2,090

21,626

7,698

6,453

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### Renewal and Replacement Projects Summary (3 of 3)

				Project Desc	cription											
Page	Project	Project Name				Proje	ect Cost (thousand \$) by Fiscal Year *					Total	Fund			
Pa	Number	1 roject rvanic	From	То	Length (miles)	Work Description	20	24	202	25	2026	2027	2028	Total	Source	Bidding & Construction
							Е	U	Е	U	U	U	U			
163	599-779	Systemwide FY 23 RPM Replacements	-	-	-	RPM & Striping	375	0	0	0	0	0	0	375	RR	Construction
164	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM & Striping	0	30	0	180	185	140	185	720	RR	Design & Construction
165	429-715	West Road Signal Replacement	-	-	-	Signalization	10	1,258	0	0	0	0	0	1,268	RR	Bidding & Construction
166	-	Systemwide Traffic Signal Replacement Projects	-	ı	-	Signalization	0	0 0		615	615	615	615	2,460	RR	Design & Construction
Encumbered To									0							
			Unencumbered To							795	800	755	800			
			B-TOTALS (Page 3)	1,6	73	79	95	800	755	800						

**TOTALS** 

4,557

35,761

39,389

17,017

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Landscape and Hardscape Projects Summary**

				Project Desc	ription											
Page	Project	Project Name			T 4		Project Cost (thousand \$) by Fiscal Year *			y Fiscal Year *			Total Fund		Project Phases Funded	
Pa	Number	Troject Name	From	То	Length (miles)	Work Description	20	2024 2025 2026 2027 2028		2025 2026		2028	Total	Source	1 Toject i nases i unucu	
								U	Е	U	U	U	U			
167		Systemwide Discretionary Landscape & Hardscape Projects	-	-	-	Landscaping & Hardscaping	0	150	0	1,463	1,418	109	1,478	4,618		Design, Installation & Maintenance
168	ı	SR 528 / SR 436 Interchange Hardscape	-	-	-	Hardscaping	0	107	0	1,759	0	0	0	1,866	SP	Design & Construction
	Encumbered Total						0		0							
			Unencumbered Total					257		3,222	1,418	109	1,478			
			TOTAL					57	3,2	22	1,418	109	1,478			

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



# **Non-System Projects Summary**

				Project Desc	ription											
Page	Project	Project Name			T41		Project Cost (thousand \$) by Fiscal Year *							Total	Fund	Project Phases Funded
Pg	Number	Troject Name	From	1 10 1	Length (miles)	- I Work Description I	2024		2025		2026	2027	2028	10141	Source	1 Toject i nases i anaca
							E	U	E	U	U	U	U			
169	-	Goldenrod Road (SR 551) Thermo & RPMs	SR 528	Hoffner Avenue	1 25	Pavement Markings - Thermo & RPMs	0	26	0	208	0	31	337	602	NSP	Design & Construction
170	800-904	Goldenrod Road (SR 551) Resurfacing	SR 528	Lee Vista Blvd.	1.6	Mill & Resurface	135	1,739	0	1,729	0	0	0	3,603	NSP	Design & Construction
171	-	Goldenrod Road (SR 551) Resurfacing	Lee Vista Blvd.	Hoffner Avenue	0.9	Mill & Resurface	0	0	0	0	0	200	2,580	2,780	NSP	Design & Construction
	Encumbered Tot								0							
			Unencumbered Total					1,765		1,937	0	231	2,917			
	TOTALS					1,9	000	1,9	937	0	231	2,917				

<sup>\*</sup> Construction Costs Escalated at 2.7% for FY 2024, 2.8% for FY 2025, 2.9% for 2026, 3.0% for FY 2027, and 3.1% for FY 2028. In general, all other costs escalated at an average of 3.0% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

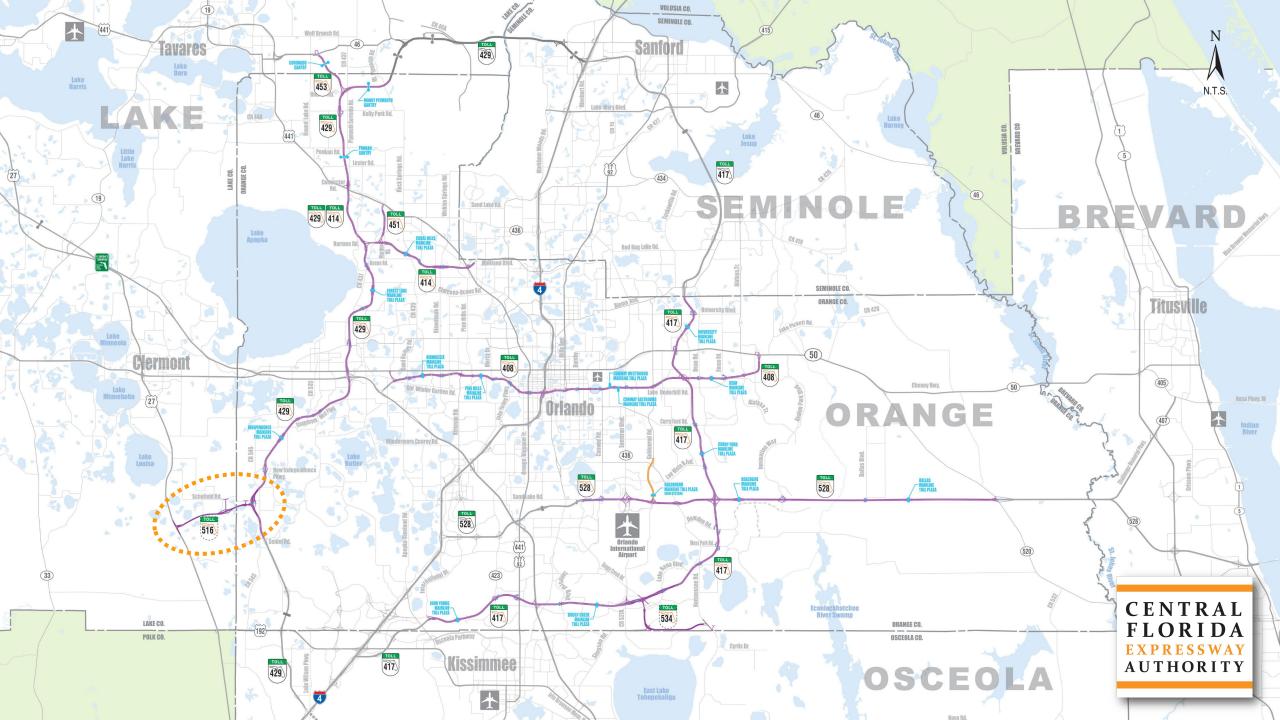
G. 2.

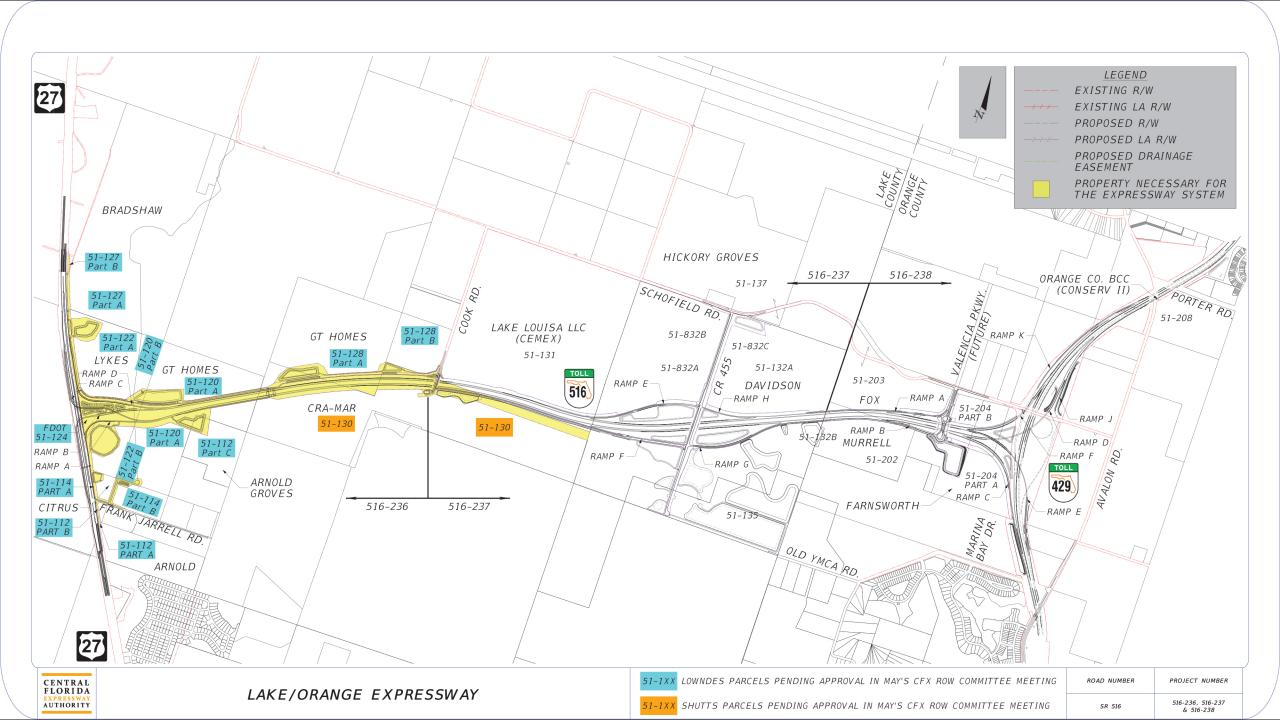


# Resolution Declaring Property as Necessary for SR 516 Lake/Orange Expressway

Brendan Lynch and Brian Smith - Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

— June 8, 2023 —





# **Recommended Motion**

Approval of the Resolution Declaring Property as Necessary for SR 516 Lake/Orange Expressway. Parcel Numbers: 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730 and 51-830.



Parcel Nos. 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830

# A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM

WHEREAS, the Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway System"), and is further authorized to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications, or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the Expressway System is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers CFX to acquire private or public property and property rights as CFX may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers CFX to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, CFX has been granted the right to acquire private and public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, CFX has determined that is it necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 516 Lake/Orange Expressway Project 516-236 and 516-237, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Lake County, Florida in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as **Exhibit** "A" ("Property").

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

Parcel Nos. 51-112A, 51-112B, 51-112C, 51-114A, 51-114B, 51-120A, 51-120B, 51-122A, 51-122B, 51-124, 51-127A, 51-127B, 51-128A, 51-128B, 51-130, 51-730, and 51-830

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as may be within the scope of the descriptions set forth in **Exhibit "A"** attached hereto be acquired in the name of CFX by gift, devise, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Lake County, Florida heretofore as described in the **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as described in the attached **Exhibit "A"** by gift, devise, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

governi	ing Board.	olution shall take	e effect immediately upon adoption by the Ci
	ADOPTED this	day of	2023.
ATTES	ST: Regla ("Mimi") Lan Manager of Board S		Jerry Demings, Orange County Mayor Chairman
			Approved as to form and legality for the exclusive use and reliance of CFX.
			Diego "Woody" Rodriguez General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

PROJECT NO. 516-236 PARCEL 51-112A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

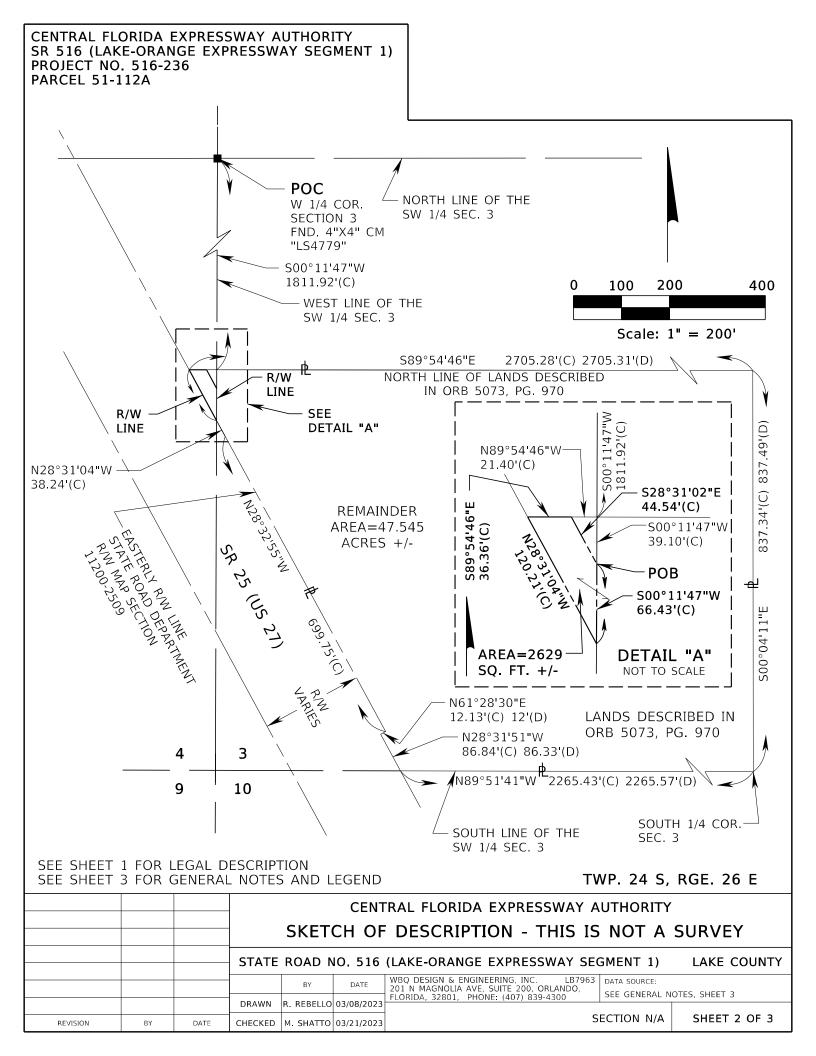
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 00°11'47" WEST, A DISTANCE OF 1811.92 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 39.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 66.43 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 120.21 FEET TO AFOREMENTIONED NORTH LINE OF LANDS DESCRIBED; THENCE ALONG SAID NORTH LINE SOUTH 89°54'46" EAST, A DISTANCE OF 36.36 FEET; THENCE SOUTH 28°31'02" EAST, A DISTANCE OF 44.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 2629 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY										
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 3						
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300		,						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A SHEET 1 OF 3								



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-112A** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5086566 DATED 01/14/2021 AT 8:00 A.M.

#### LEGEND

CHD.	= CHORD DISTANCE	FPID	= FINANCIAL PROJECT IDENTIFICATION	PC	= POINT OF CURVATURE
СВ	= CHORD BEARING	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
Q.	= CENTERLINE	ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
(C)	= CALCULATED DATA	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
CCR	= CERTIFIED CORNER RECORD	IRC	= IRON ROD AND CAP	PT	= POINT OF TANGENCY
CFX	= CENTRAL FLORIDA EXPRESSWAY	L	= LENGTH OF CURVE	PROJ.	= PROJECT
	AUTHORITY	LB	= LICENSED BUSINESS	R	= RADIUS
CO.	= COUNTY	L/A	= LIMITED ACCESS	RR	= RAILROAD
COR.	= CORNER	MON.	= MONUMENTATION/MONUMENT	RGE.	= RANGE
CM	= CONCRETE MONUMENT	NO.	= NUMBER	REF.	= REFERENCE
CR	= COUNTY ROAD	N/A	= NOT APPLICABLE	R/W	= RIGHT OF WAY
CSX	= CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	SEC.	= SECTION
D	= DEGREE	N&D	= NAIL & DISK	SELY	= SOUTHEASTERLY
(D)	= DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	= DEED BOOK	NTS	= NOT TO SCALE	•	. = SQUARE FEET
DR.	= DRIVE	OR	= OFFICIAL RECORD	Τ	= TANGENT
ESMT	= EASEMENT	ORB	= OFFICIAL RECORD BOOK	ТВ	= TANGENT BEARING
Δ	= DELTA (CENTRAL ANGLE)	PG.	= PAGE	TC	
FND.	= FOUND	PLS	= PROFESSIONAL LAND SURVEYOR		= TOWNSHIP
(F)	= FIELD	P	= PROPERTY LINE	UE	= UTILITY EASEMENT
FDOT	= FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		
	TRANSPORTATION	PB	= PLAT BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Shatto Date: 2023,05.01 14:29:43 -04'00' DATE: 05/01/2023

Digitally signed by Martin J

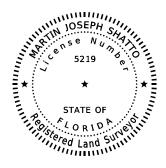
MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR SKETCH OF DESCRIPTION

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE			(LAKE-ORANGE EXPRESSWAY SEC		LAKE COUNTY					
			JIAIL	NOAD I	10. 510	(LAKE ONANGE EXTRESSWAT SE	GIALINI I)	LAKE COUNT					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	DVE					
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABC	JVE					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 3 OF 3					



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236

PARCEL 51-112B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

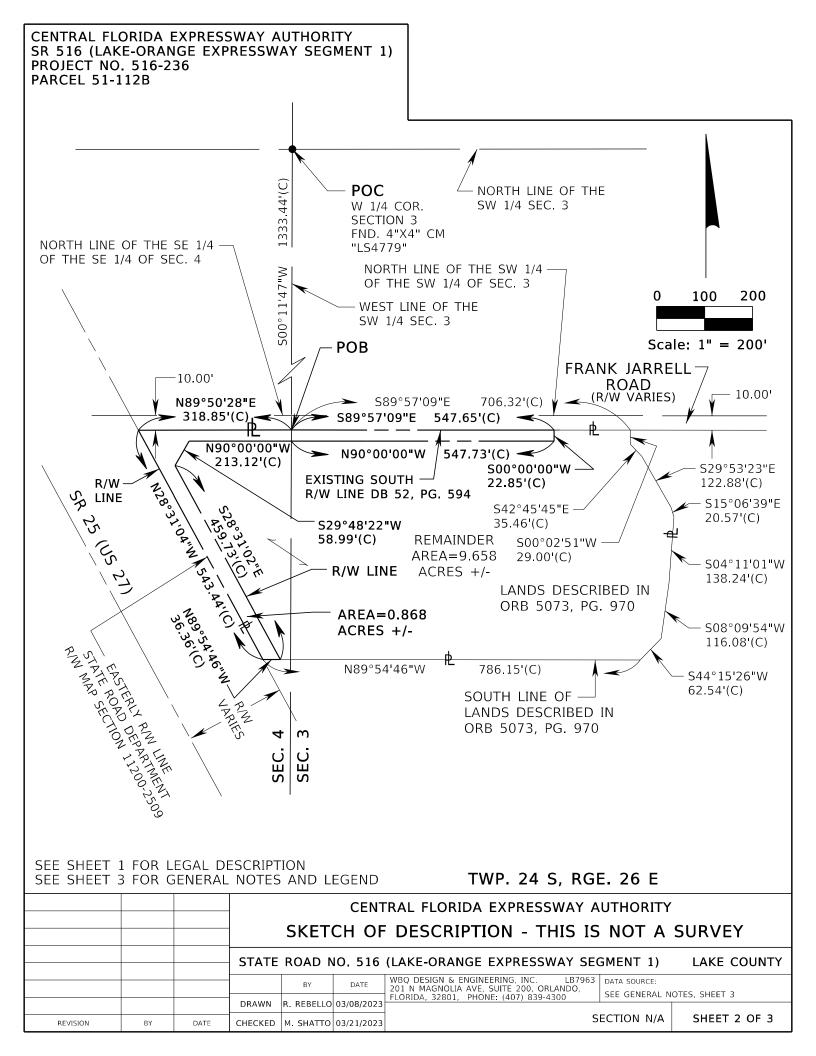
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS 4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 00°11'47" WEST, A DISTANCE OF 1333.44 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING: THENCE ALONG SAID SOUTH LINE, BEING 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°57'09" EAST, A DISTANCE OF 547.65 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 22.85 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 547.73 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE NORTH 90°00'00" WEST, A DISTANCE OF 213.12 FEET; THENCE SOUTH 29°48'22" WEST, A DISTANCE OF 58.99 FEET; THENCE SOUTH 28°31'02" EAST, A DISTANCE OF 459.73 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5073, PAGE 970; THENCE ALONG SAID SOUTH LINE NORTH 89°54'46" WEST, A DISTANCE OF 36.36 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 543.44 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD; THENCE ALONG SAID SOUTH LINE, BEING 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 NORTH 89°50'28"EAST, A DISTANCE OF 318.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.868 ACRE, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUTH DESCRIPTION - THIS IS NO		SURVEY
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY - SEGM	IENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	SOURCE:	OTES, SHEET 3
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300		7123, 311221 3
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION	ON N/A	SHEET 1 OF 3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-112B** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5564837 DATED 09/21/2022 AT 8:00 A.M.

#### LEGEND

CHD.	= CHORD DISTANCE	FPID	= FINANCIAL PROJECT IDENTIFICATION	PC	= POINT OF CURVATURE
СВ	= CHORD BEARING	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
Q.	= CENTERLINE	ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
(C)	= CALCULATED DATA	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
CCR	= CERTIFIED CORNER RECORD	IRC	= IRON ROD AND CAP	PT	= POINT OF TANGENCY
CFX	= CENTRAL FLORIDA EXPRESSWAY	L	= LENGTH OF CURVE	PROJ.	= PROJECT
0.70	AUTHORITY	LB	= LICENSED BUSINESS	R	= RADIUS
CO.	= COUNTY	L/A	= LIMITED ACCESS	RR	= RAILROAD
COR	= CORNER	MON.	= MONUMENTATION/MONUMENT	RGE.	= RANGE
CM	= CONCRETE MONUMENT	NO.	= NUMBER	REF.	= REFERENCE
CR	= COUNTY ROAD	N/A	= NOT APPLICABLE	R/W	= RIGHT OF WAY
CSX	= CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	SEC.	= SECTION
D	= DEGREE	N&D	= NAIL & DISK	SELY	= SOUTHEASTERLY
(D)	= DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	= DEED BOOK	NTS	= NOT TO SCALE	SQ.FT	. = SQUARE FEET
DR.	= DRIVE	OR	= OFFICIAL RECORD	Τ	= TANGENT
ESMT		ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
Δ	= DELTA (CENTRAL ANGLE)	PG.	= PAGE	TC	= TANGENT TO CURVE
FND.	= FOUND	PLS	= PROFESSIONAL LAND SURVEYOR	TWP.	= TOWNSHIP
(F)	= FIELD	P	= PROPERTY LINE	UE	= UTILITY EASEMENT
FDOT		(P)	= PLAT DATA		

= PLAT BOOK

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PB

Martin J Shatto Date: 2023.05.01 14:31:15 -04'00'

TRANSPORTATION

DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE	SHEET	1	FOR	LEGAL DESCRIPTION
SEE	SHEET	2	FOR	SKETCH OF DESCRIPTION

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUL										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)VE						
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL						
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	SECTION N/A	SHEET 3 OF 3						

Ostered Land Sur

PROJECT NO. 516-236 PARCEL 51-112C

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5073, PAGE 970, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SAID SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 SOUTH 89°57'23" WEST, A DISTANCE OF 2653.76 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST OUARTER OF SAID SECTION 3 CONTINUE SOUTH 89°57'23" WEST. A DISTANCE OF 663.47 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE NORTH 00°14'10" EAST, A DISTANCE OF 357.27 FEET TO THE NORTH LINE OF THE WEST HALF OF THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3: THENCE ALONG SAID NORTH LINE SOUTH 89°58'30" WEST, A DISTANCE OF 663.56 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID WEST LINE NORTH 00°13'22" EAST, A DISTANCE OF 669.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°13'22" EAST, A DISTANCE OF 403.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST OUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH LINE SOUTH 89°58'09" EAST, A DISTANCE OF 348.46 FEET: THENCE SOUTH 11°06'42" EAST. A DISTANCE OF 420.07 FEET: THENCE NORTH 88°45'44" WEST, A DISTANCE OF 431.09 FEET TO THE POINT OF BEGINNING.

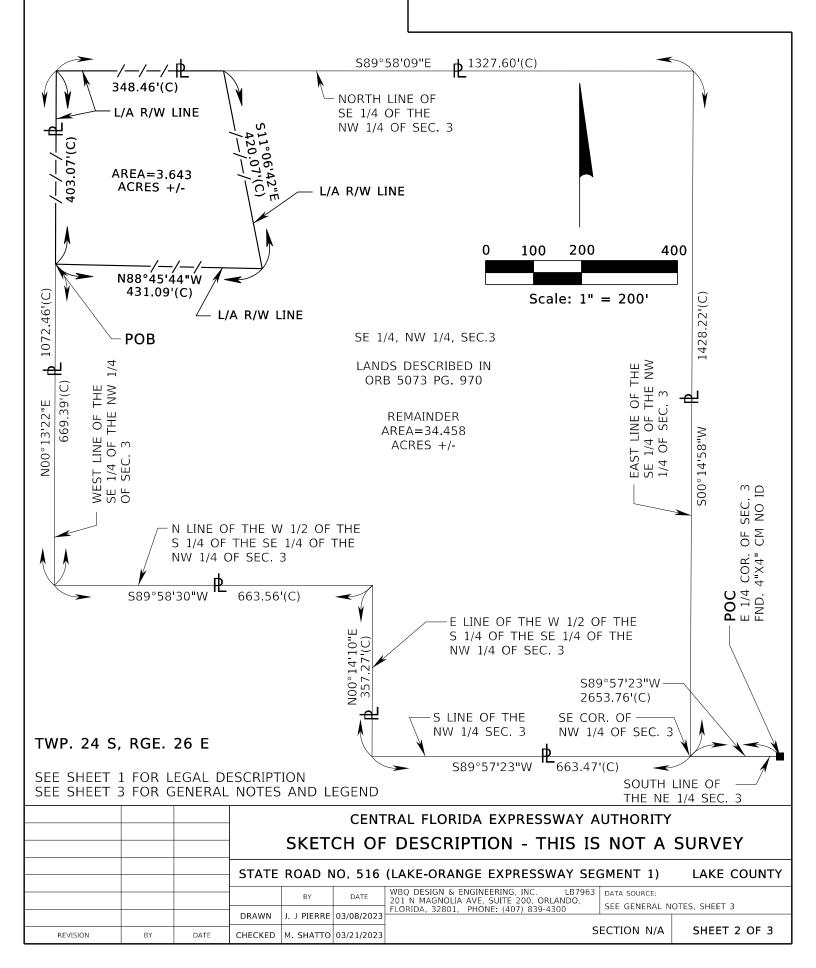
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.643 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUDESCRIPTION - THIS IS					
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY			
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 2			
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IV	OTES, SHEET S			
REVISION	BY	DATE	CHECKED	SECTION N/A SHEET 1 OF 3							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-112C



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-112C** 

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 89°57'23" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-6182397 DATED SEPTEMBER 5, 2022 AT 8:00 A.M.

# **LEGEND**

l	CHD.	=	CHORD DISTANCE	FPID	= FINANCIAL PROJECT IDENTIFICATION	PC	= POINT OF CURVATURE
l	CB	=	CHORD BEARING	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
l	Q.	=	CENTERLINE	ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
l	(C)	=	CALCULATED DATA	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
l	CCR	=	CERTIFIED CORNER RECORD	IRC	= IRON ROD AND CAP	PT	= POINT OF TANGENCY
l	CFX	=	CENTRAL FLORIDA EXPRESSWAY	L	= LENGTH OF CURVE	PROJ.	= PROJECT
l	AUTHO	ORITY		LB	= LICENSED BUSINESS	R	= RADIUS
l	CO.	=	COUNTY	L/A	= LIMITED ACCESS	RR	= RAILROAD
l	COR.	=	CORNER	MON.	= MONUMENTATION/MONUMENT	RGE.	= RANGE
l	CM	=	CONCRETE MONUMENT	NO.	= NUMBER	REF.	= REFERENCE
l	CR	=	COUNTY ROAD	N/A	= NOT APPLICABLE	R/W	= RIGHT OF WAY
l	CSX	=	CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	SEC.	= SECTION
l	D	=	DEGREE	N&D	= NAIL & DISK	SELY	= SOUTHEASTERLY
l	(D)	=	DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
l	DB	=	DEED BOOK	NTS	= NOT TO SCALE	SQ.FT.	= SQUARE FEET
l	DR.	=	DRIVE	OR	= OFFICIAL RECORD	Τ	= TANGENT
l	ESMT.	=	EASEMENT	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
l	Δ	=	DELTA (CENTRAL ANGLE)	PG.	= PAGE	TC	= TANGENT TO CURVE
l	FND.	=	FOUND	PLS	= PROFESSIONAL LAND SURVEYOR	TWP.	= TOWNSHIP
l	(F)	=	FIELD DATA	PL	= PROPERTY LINE	UE	= UTILITY EASEMENT
l	FDOT	=	FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		
l		TRAI	NSPORTATION	PB	= PLAT BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2023.05.01 14:32:56 -04'00' DATE: 05/01/2023

MARTIN J. SHATTO, PSM

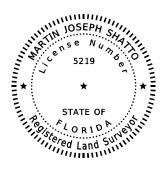
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION

JLL JIILLI Z	1011 31	CLICII OI	DESCRIPTION	
SEE SHEET 2	FOR Sk	CETCH OF	DESCRIPTION	
JLL JIILLI 1	I OIL LL	LONE DESC	INII IION	

SEE SHEET 2	FOR SKE	TCH OF	DESCRIP	TION											
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY											
				SKET	СН ОБ	DESCRIPTION - THIS IS	NOT A	SURVEY							
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SE	GMENT 1)	LAKE COUNTY							
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	DVE							
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO								
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 3 OF 3							



PROJECT NO. 516-236 PARCEL 51-114A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821 AND THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET; THENCE SOUTH 32°24'25" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 26520.37 FEET, A CHORD BEARING OF SOUTH 28°03' 55" EAST AND A CHORD DISTANCE OF 62.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 28°07'56" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'03", A DISTANCE OF 62.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24659.77 FEET, A CHORD BEARING OF SOUTH 27°30'43" EAST AND A CHORD DISTANCE OF 246.62 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 27°47'55" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°34'23", A DISTANCE OF 246.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24595.56 FEET, A CHORD BEARING OF SOUTH 26°53'26" EAST AND A CHORD DISTANCE OF 36.82 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 26°56'00" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'09", A DISTANCE OF 36.82 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 260.05 FEET; THENCE NORTH 00°11'58" EAST, A DISTANCE OF 584.26 FEET TO AFOREMENTIONED NORTH LINE OF DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 26.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.310 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWAY A  TOTAL DESCRIPTION - THIS IS							
			STATE	TATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A					
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N						
REVISION	BY	DATE	CHECKED	HECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 1 OF 4									

PROJECT NO. 516-236 PARCEL 51-114A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126. PAGE 821: THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE CONTINUE NORTH 55°11'38" EAST, A DISTANCE OF 122.29 FEET TO THE EAST LINE OF SAID POND C; THENCE ALONG SAID EAST LINE NORTH 00°04'39" WEST, A DISTANCE OF 187.03 FEET TO AFOREMENTIONED NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 25.48 FEET; THENCE SOUTH 12°41'01" EAST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 49°30'56" WEST, A DISTANCE OF 192.87 FEET; THENCE NORTH 32°24'25" WEST, A DISTANCE OF 24.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 10227 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.545 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUDESCRIPTION - THIS IS					
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY			
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A			
			DRAWN	J. J PIERRE	03/08/2023	TEONIDA, 32801, FHONE. (407) 839-4300		,			
REVISION	BY	DATE	CHECKED	HECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 2 OF 4							

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-114A POC** -S00°11'47"W 670.47'(C) N LINE LANDS W 1/4 COR. OF SEC. 3 DESCRIBED IN FND. 4"X4" CM ORB 4126, PG. 821 "LS4779" N89°58'23"E 361.17(C) N89°58'23"E \$12°41'01"E 156.35'(C) LANDS DESCRIBED IN 25.48'(C) WATER RETENTION AREA ORB 4126, PG. 821 POND C **POB** FDOT R/W MAP SEC. 11200, 187 03 ( AREA=1022 N89°58'23"E SQ. FT. +, FINANCIAL PROJECT PART 1 26.19'(C) No. 2384221 ш Ϊ EAST LINE POND C R ≪ R/W LINE STATE OF FLORIDA -ŠE 1, SEC. 10' LATERAL **DITCH EASEMENT** 87.0 DB 175, PG. 341 OF OF LINE 584 26 (C)  $\Delta = 00^{\circ}08'03"(C)$ EAST = 62.10'(C)R = 26520.37'(C)LINE CHD = 62.10'(C) $CB = S28^{\circ}03'55''E$ Ø %|  $TB = S28^{\circ}07'56"E$ 4126, PG. 821 JARRELL ROAD REMAINDER S00°11'47"W AREA=4.413 N55°11'38"E  $\Delta = 00^{\circ}34'23''(C)$ ACRES +/-71.48 (C) = 246.62'(C)R = 24659.77'(C)SOUTHERLY LINE CHD = 246.62'(C)POND C  $CB = S27^{\circ}30'43''E$ N28°31'02"W IN ORB F FRANK J 594  $TB = S27^{\circ}47'55"E$ POB PART 2  $\Delta = 00^{\circ}05'09"(C)$ -S LINE LANDS DESCRIBED IN ON R/W LINE FRADDB 52, PG. 594 L = 36.82'(C)R/W S32°24'25"E 24.76'(C) LINE R = 24595.56'(C)4 CHD = 36.82'(C)CB = S26°53'26"ESE( TB = S26°56'00EN90°00'00"E 260.05'(C) 50 100 PART 1 AREA=1.310 ACRES +/-Scale: 1" =100' S89°50'28"W 335.23'(C) R/W LINE FRANK JARRELL ROAD SEE SHEET 1 AND 2 FOR LEGAL DESCRIPTION (R/W VARIES) TWP. 24 S, RGE. 26 E SEE SHEET 4 FOR GENERAL NOTES AND LEGEND DB 52, PG, 594 CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY LAKE COUNTY STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 4 DRAWN J. J PIERRE 03/08/2023 SHEET 3 OF 4 SECTION N/A REVISION BY DATE CHECKED M. SHATTO 03/21/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-114A** 

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589320 DATED 09/13/2022 AT 8:00 A.M.

# LEGEND

	CUD CUODO DICTANCE	FPID	= FINANCIAL PROJECT IDENTIFICATION	PC	= POINT OF CURVATURE
	CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
	CB = CHORD BEARING	ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
	Q = CENTERLINE	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
	(C) = CALCULATED DATA	IRC	= IRON ROD AND CAP	PT	= POINT OF TANGENCY
	CCR = CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	PROJ.	= PROJECT
	CFX = CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	R	= RADIUS
	AUTHORITY	L/A	= LIMITED ACCESS	RR	= RAILROAD
	CO. = COUNTY		= MONUMENTATION/MONUMENT	RGE.	= RANGE
	CONCRETE MONUMENT	NO.	= NUMBER	REF.	= REFERENCE
	CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	R/W	= RIGHT OF WAY
	CR = COUNTY ROAD	NL	= NAIL	SEC.	= SECTION
	CSX = CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	SELY	= SOUTHEASTERLY
	D = DEGREE	NT	= NON-TANGENT	SR	= STATE ROAD
	(D) = DEED DATA	NTS	= NOT TO SCALE	SQ.FT.	= SQUARE FEET
	DB = DEED BOOK	OR	= OFFICIAL RECORD	Т	= TANGENT
	DR. = DRIVE	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
	ESMT. = EASEMENT	PG.	= PAGE	TC	= TANGENT TO CURVE
	Δ = DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR	TWP.	= TOWNSHIP
1	FND. = FOUND	P	= PROPERTY LINE	UE	= UTILITY EASEMENT
	(F) = FIELD DATA	(P)	= PLAT DATA		
1	FDOT = FLORIDA DEPARTMENT OF	РВ	= PLAT BOOK		
1	TRANSPORTATION				

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Date: 2023.05.01 14:34:04 -04'00'

DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTION

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS						
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNT								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL				
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 4 OF 4								

ricered Land Sur

PROJECT NO. 516-236 PARCEL 51-114B PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

### PART 1

A PARCEL OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°11'47" WEST ALONG THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 661.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°59'53" EAST, A DISTANCE OF 594.89 FEET; THENCE SOUTH 26°41'19" WEST, A DISTANCE OF 25.47 FEET; THENCE NORTH 89°59'55" WEST, A DISTANCE OF 499.72 FEET; THENCE SOUTH 00°11'58" WEST, A DISTANCE OF 583.85 FEET; THENCE SOUTH 84°31'56" EAST, A DISTANCE OF 372.39 FEET TO THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; SAID POINT BEING 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°57'09" WEST, A DISTANCE OF 454.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 641.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.648 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUT DESCRIPTION - THIS IS N				
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEGME	ENT 1)	LAKE COUNTY		
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	A SOURCE:	OTES, SHEET 4		
			DRAWN	J. J PIERRE	03/08/2023	TEORIDA, 32001, FHORE. (407) 639-4300		·		
REVISION	BY	DATE	CHECKED	SHECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 1 OF 4						

PROJECT NO. 516-236 PARCEL 51-114B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

### PART 2

A PARCEL OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

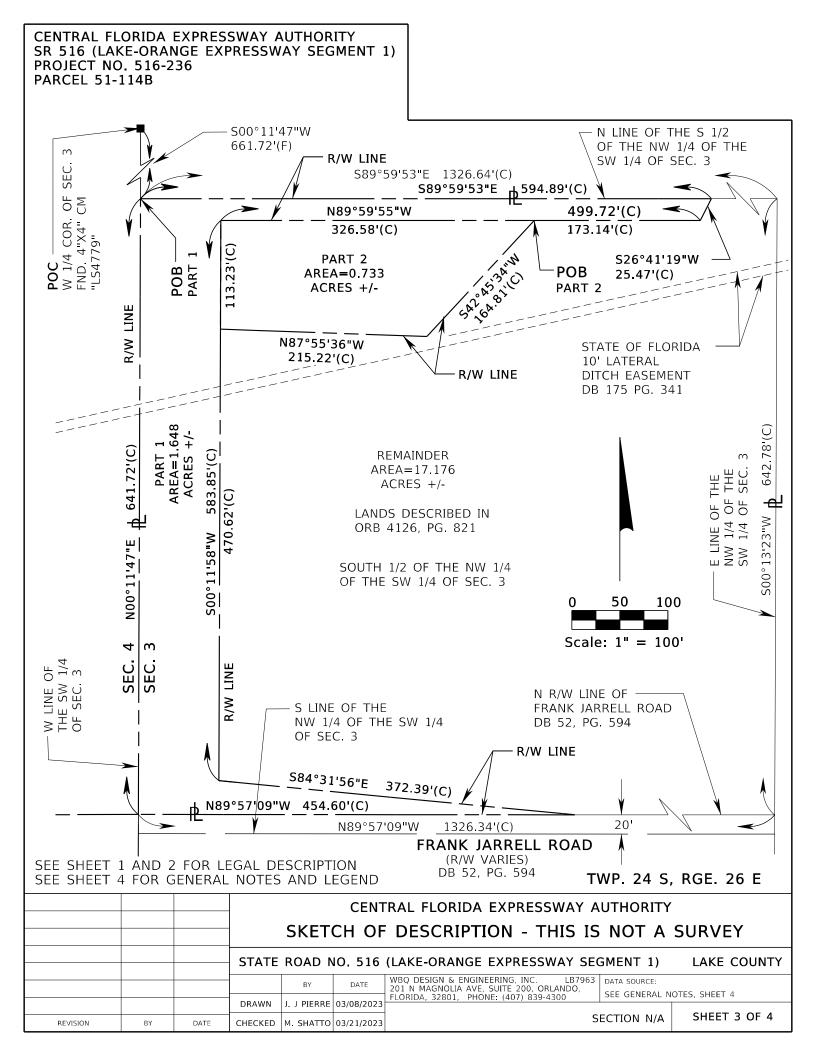
COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°11'47" WEST ALONG THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 661.72 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°59'53" EAST, A DISTANCE OF 594.89 FEET; THENCE SOUTH 26°41'19" WEST, A DISTANCE OF 25.47 FEET; THENCE NORTH 89°59'55" WEST, A DISTANCE OF 173.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°45'34" WEST, A DISTANCE OF 164.81 FEET; THENCE NORTH 87°55'36" WEST, A DISTANCE OF 215.22 FEET; THENCE NORTH 00°11'58" EAST, A DISTANCE OF 113.23 FEET; SOUTH 89°59'55" EAST, A DISTANCE OF 326.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.733 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 2.382 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	TATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY									
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 4					
			DRAWN	J. J PIERRE	03/08/2023		JEE GENERALE	,					
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 2 OF 4									



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) **PROJECT NO. 516-236 PARCEL 51-114B** 

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5086650 DATED JANUARY 15, 2021 AT 8:00 A.M.

#### LEGEND FPID = FINANCIAL PROJECT IDENTIFICATION PC = POINT OF CURVATURE ID = IDENTIFICATION Ы = POINT OF INTERSECTION CHD. = CHORD DISTANCE ΙP = IRON PIPE POB = POINT OF BEGINNING = CHORD BEARING POC ΙR = IRON ROD OR REBAR = POINT OF COMMENCEMENT = CENTERLINE **IRC** = IRON ROD AND CAP РΤ = POINT OF TANGENCY (C) = CALCULATED DATA = LENGTH OF CURVE PROJ. = PROJECT L CCR = CERTIFIED CORNER RECORD LB = LICENSED BUSINESS R = RADIUS = CENTRAL FLORIDA EXPRESSWAY L/A = LIMITED ACCESS RR = RAILROAD **AUTHORITY** MON. = MONUMENTATION/MONUMENT RGE. = RANGECO. = COUNTY NO. = NUMBER REF. = REFERENCE COR. = CORNER= NOT APPLICABLE R/W N/A = RIGHT OF WAY CM= CONCRETE MONUMENT NL = NAIL SEC. = SECTIONCR = COUNTY ROAD N&D = NAIL & DISK SELY = SOUTHEASTERLY CSX = CHESSIE SEABOARD CONSOLIDATED NT = NON-TANGENT SR = STATE ROAD D = DEGREE NTS = NOT TO SCALE SO.FT. = SOUARE FEET (D) = DEED DATA OR = OFFICIAL RECORD Τ = TANGENT DB = DEED BOOK ORB = OFFICIAL RECORD BOOK TB = TANGENT BEARING DR. = DRIVEPG. = PAGE TC = TANGENT TO CURVE ESMT. = EASEMENT **PLS** TWP. = TOWNSHIP = PROFESSIONAL LAND SURVEYOR Λ = DELTA (CENTRAL ANGLE) = PROPERTY LINE UF = UTILITY EASEMENT FND. = FOUND (P) = PLAT DATA = FIELD DATA PB = PLAT BOOK FDOT = FLORIDA DEPARTMENT OF **TRANSPORTATION**

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Martin J Shatto Shatto

REVISION

Digitally signed by Martin J

Date: 2023.05.01 14:35:12 -04'00' DATE: \_

DRAWN

CHECKED

05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

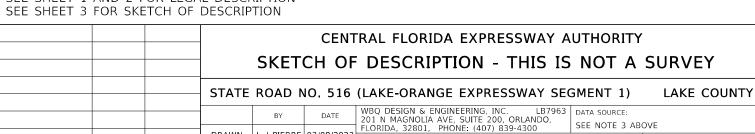
J. J PIERRE 03/08/2023

M. SHATTO 03/21/2023

SEE SHEET 1 AND 2 FOR LEGAL DESCRIPTION

DATE

BY



of the Land Su

SHEET 4 OF 4

SEE NOTE 3 ABOVE

SECTION N/A

PROJECT NO. 516-236 PARCEL 51-120A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, NORTH 00°11'47" EAST, A DISTANCE OF 686.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 546.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF NORTH 72°35'56" EAST AND A CHORD DISTANCE OF 661.79 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°24'33" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°37'13", A DISTANCE OF 663.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF NORTH 63°07'55" EAST AND A CHORD DISTANCE OF 140.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'50", A DISTANCE OF 140.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 84.80 FEET; THENCE NORTH 77°16'29" EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 460.80 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE NORTH 61°28'30" EAST, A DISTANCE OF 1514.80 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE SOUTH 00°14'58" WEST, A DISTANCE OF 251.94 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 1175.66 FEET; THENCE SOUTH 11°06'42" EAST, A DISTANCE OF 260.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID SOUTH LINE NORTH 89°58'09" WEST, A DISTANCE OF 348.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 SOUTH 00°13'22" WEST, A DISTANCE OF 403.07 FEET; THENCE NORTH 88°45'44" WEST, A DISTANCE OF 535.54 FEET; THENCE SOUTH 51°30'17" WEST, A DISTANCE OF 141.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1517.00 FEET, A CHORD BEARING OF SOUTH 61°40'34" WEST AND A CHORD DISTANCE OF 535.41 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 51°30'43" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°19'42", A DISTANCE OF 538.23 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 204.23 FEET; THENCE NORTH 21°48'37" WEST, A DISTANCE OF 27.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 26.409 ACRES, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS							
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY									
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 9					
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SENEIVAE IV	0123, 311221 9					
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 1 OF 9									

PROJECT NO. 516-236 PARCEL 51-120A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 NORTH 00°11'47" EAST, A DISTANCE OF 1233.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 60.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF NORTH 74°06'32" EAST AND A CHORD DISTANCE OF 500.66 FEET; THENCE FROM A TANGENT BEARING OF NORTH 80°09'34" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'02", A DISTANCE OF 501.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF NORTH 64°46'01" EAST AND A CHORD DISTANCE OF 272.76 FEET; THENCE FROM A TANGENT BEARING OF NORTH 68°03'31" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'01", A DISTANCE OF 272.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 232.66 FEET; THENCE NORTH 75°25'49" EAST, A DISTANCE OF 157.57 FEET; THENCE NORTH 61°28'30" EAST, A DISTANCE OF 278.23 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE NORTH 61°28'30" EAST, A DISTANCE OF 1514.83 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE SOUTH 00°14'58" WEST, A DISTANCE OF 54.76 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 1514.80 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE SOUTH 61°28'30" WEST, A DISTANCE OF 460.80 FEET; THENCE SOUTH 77°16'29" WEST, A DISTANCE OF 95.49 FEET; THENCE SOUTH 61°28'30" WEST. A DISTANCE OF 84.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF SOUTH 63°07'55" WEST AND A CHORD DISTANCE OF 140.82 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'50", A DISTANCE OF 140.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF SOUTH 72°35'56" WEST AND A CHORD DISTANCE OF 661.79 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°37'13", A DISTANCE OF 663.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.665 ACRES, MORE OR LESS.

SEE SHEET 6 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

					CENT	TRAL FLORIDA EXPRESSWAY A	UTHORITY							
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY										
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY						
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET Q						
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IV	OTES, SHEET 9						
REVISION	BY	DATE	CHECKED	HECKED M. SHATTO 03/21/2023 SECTION N/A SHEET 2 OF 9										

PROJECT NO. 516-236 PARCEL 51-120A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

### PART 3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE WEST LINE OF THE NORTHWEST OUARTER OF SAID SECTION 3 NORTH 00°11'47" EAST, A DISTANCE OF 1294.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 137.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 196.22 FEET; THENCE NORTH 77°56'58" EAST, A DISTANCE OF 151.72 FEET; THENCE NORTH 69°43'24" EAST, A DISTANCE OF 738.84 FEET; THENCE SOUTH 19°19'55" EAST, A DISTANCE OF 272.16 FEET; THENCE SOUTH 61°28'30" WEST, A DISTANCE OF 232.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF SOUTH 64°46'01" WEST, AND A CHORD DISTANCE OF 272.76 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'01", A DISTANCE OF 272.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2375.00 FEET. A CHORD BEARING OF SOUTH 74°06'32" WEST, AND A CHORD DISTANCE OF 500.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'02". A DISTANCE OF 501.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.867 ACRES, MORE OR LESS.

SEE SHEET 7 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS				
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY						
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL NOTES, SHEET 9			
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL N	0123, 311221 9		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 3 OF 9		

PROJECT NO. 516-236 PARCEL 51-120A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 4

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

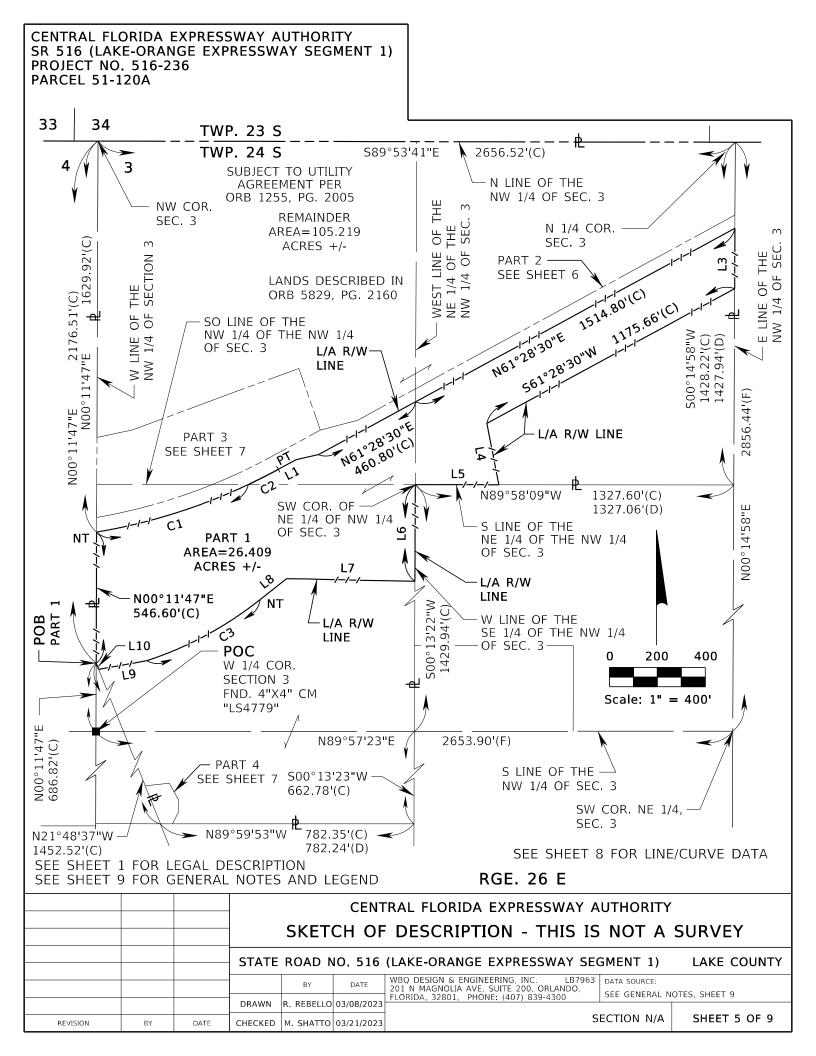
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 NORTH 89°57'23" EAST, A DISTANCE OF 277.12 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160; THENCE ALONG SAID WESTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 542.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°40'21" EAST, A DISTANCE OF 100.73 FEET; THENCE SOUTH 28°39'07" EAST, A DISTANCE OF 81.92 FEET; THENCE SOUTH 00°00'05" WEST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 26°41'19" WEST, A DISTANCE OF 56.76 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID SOUTH LINE NORTH 89°59'53" WEST, A DISTANCE OF 50.61 FEET TO AFORESAID WESTERLY LINE OF DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 21°48'37" WEST, A DISTANCE OF 170.36 FEET TO THE POINT OF BEGINNING.

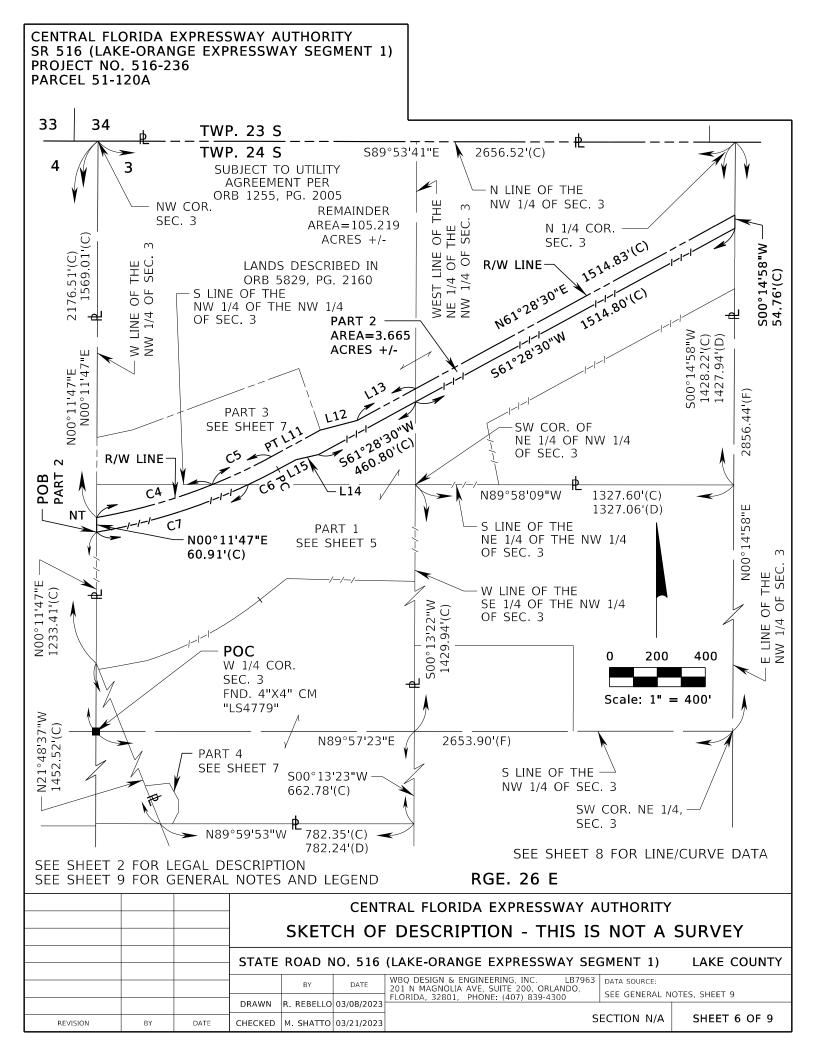
CONTAINING 15976 SQUARE FEET, MORE OR LESS.

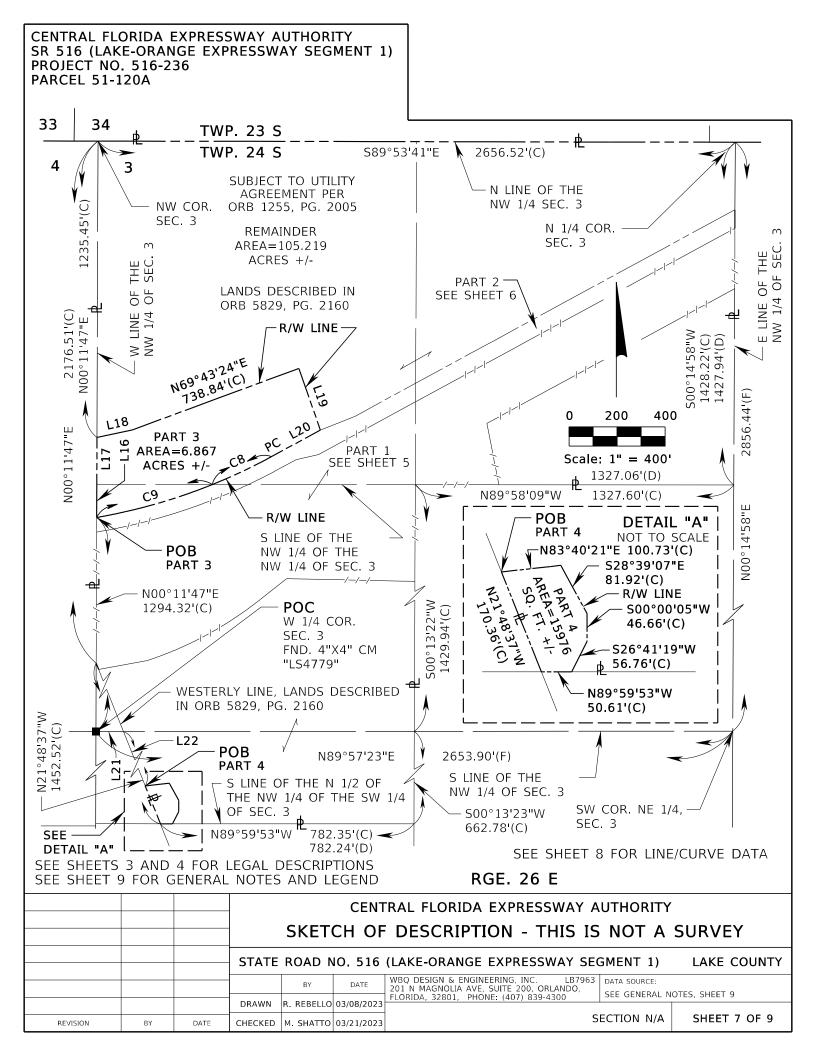
CONTAINING IN THE AGGREGATE 37.308 ACRES, MORE OR LESS.

SEE SHEET 7 FOR SKETCH OF DESCRIPTION SEE SHEET 9 FOR GENERAL NOTES AND LEGEND

			-	CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE			(LAKE-ORANGE EXPRESSWAY SEG		LAKE COUNTY				
			SIAIL	вү	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N					
REVISION	BY	DATE			03/08/2023	FEORIDA, 32801, FRONE. (407) 839-4300	ECTION N/A	SHEET 4 OF 9				







CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 PARCEL 51-120A

LINE DATA											
No.	BEARING	DISTANCE									
L1	N 61°28'30" E	84.80'(C)									
L2	N 77°16'29" E	95.49'(C)									
L3	S 00°14'58" W	251.94'(C)									
L4	S 11°06'42" E	260.69'(C)									
L5	N 89°58'09" W	348.46'(C)									
L6	S 00°13'22" W	403.07'(C)									
L7	N 88°45'44" W	535.54'(C)									
L8	S 51°30'17" W	141.28'(C)									
L9	S 79°41'43" W	204.23'(C)									
L10	N 21°48'37" W	27.86'(C)									
L11	N 61°28'30" E	232.66'(C)									

LINE DATA										
No.	BEARING	DISTANCE								
L12	N 75°25'49" E	157.57'(C)								
L13	N 61°28'30" E	278.23'(C)								
L14	S 77°16'29" W	95.49'(C)								
L15	S 61°28'30" W	84.80'(C)								
L16	N 00°11'47" E	137.34'(C)								
L17	N 00°11'47" E	196.22'(C)								
L18	N 77°56'58" E	151.72'(C)								
L19	S 19°19'55" E	272.16'(C)								
L20	S 61°28'30" W	232.66'(C)								
L21	N 89°57'23" E	277.12'(C)								
L22	S 21°48'37" E	542.63'(C)								

	CURVE DATA										
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	TANGENT BEARING					
C1	15°37'13"(C)	2435.00'(C)	663.84'(C)	661.79'(C)	N72°35'56"E(C)	N80°24'33"E(C)					
C2	03°18'50"(C)	2435.00'(C)	140.84'(C)	140.82'(C)	N63°07'55"E(C)						
C3	20°19'42"(C)	1517.00'(C)	538.23'(C)	535.41'(C)	S61°40'34"W(C)	S51°30'43"W(C)					
C4	12°06'02"(C)	2375.00'(C)	501.59'(C)	500.66'(C)	N74°06'32"E(C)	N80°09'34"E(C)					
C5	06°35'01"(C)	2375.00'(C)	272.91'(C)	272.76'(C)	N64°46'01"E(C)	N68°03'31"E(C)					
C6	03°18'50"(C)	2435.00'(C)	140.84'(C)	140.82'(C)	S63°07'55"W(C)						
C7	15°37'13"(C)	2435.00'(C)	663.84'(C)	661.79'(C)	S72°35'56"W(C)						
C8	06°35'01"(C)	2375.00'(C)	272.91'(C)	272.76'(C)	S64°46'01"W(C)						
C9	12°06'02"(C)	2375.00'(C)	501.59'(C)	500.66'(C)	S74°06'32"W(C)						

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	ROAD N	GMENT 1)	LAKE COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES, SHEET 9			
			DRAWN	R. REBELLO	03/08/2023	FLORIDA, 32801, FRONE. (407) 639-4300					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 8 OF 9			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-120A** 

# **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING NORTH 00°11'47" EAST, BASED ON THE FLORIDA STATE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589739 DATED 09/15/2022 AT 8:00 A.M.

# LEGEND

CHD. = CHORD DISTANCE CB = CHORD BEARING FPID = FINANCIAL PROJECT IDENTIFICATION PC = POINT OF CURVATURE = CENTERLINE ID = IDENTIFICATION = POINT OF INTERSECTION = CALCULATED DATA (C) ΙP = IRON PIPE POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD ΙR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY **IRC** = IRON ROD AND CAP = POINT OF TANGENCY **AUTHORITY** = LENGTH OF CURVE PROJ. = PROJECT L CO. = COUNTYΙB = LICENSED BUSINESS R = RADIUS COR. = CORNERL/A = LIMITED ACCESS RR = RAILROAD = CONCRETE MONUMENT MON. = MONUMENTATION/MONUMENT RGE. = RANGECR = COUNTY ROAD NO. = NUMBERREF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED N/A = NOT APPLICABLE R/W = RIGHT OF WAY= DEGREE D NI = NAII SEC. = SECTION= DEED DATA (D) N&D = NAIL & DISKSELY = SOUTHEASTERLY DB = DEED BOOK NT = NON-TANGENT SR = STATE ROAD DR. = DRIVE NTS = NOT TO SCALE SO.FT. = SQUARE FEET ESMT. = EASEMENT OR = OFFICIAL RECORD Τ = TANGENT = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK TB = TANGENT BEARING FND. = FOUNDPG. = PAGE TC = TANGENT TO CURVE = FIELD DATA **PLS** = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP FDOT = FLORIDA DEPARTMENT OF = PROPERTY LINE UE = UTILITY EASEMENT **TRANSPORTATION** (P) = PLAT DATA PB = PLAT BOOK

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2023.05.01 14:36:25 -04'00' DATE: \_\_\_\_05/01/2023

MARTIN J. SHATTO, PSM FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE	SHEETS	1	THRU	4	FOR	LEGAL [	DESC	CRIPTIONS
SEE	SHEETS	5	THRU	7	FOR	SKETCH	OF	DESCRIPTIONS

			-	SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS		SURVEY
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SE	GMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE NOTE 3 ABO	OVE
			DRAWN	R. REBELLO	03/08/2023	FEORIDA, 32801, FHONE. (407) 639-4300		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	SECTION N/A	SHEET 9 OF 9

red Land Su

PROJECT NO. 516-236 PARCEL 51-120B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

### PART 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 00°11'47" EAST, A DISTANCE OF 686.82 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160 AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE NORTH 21°48'37" WEST, A DISTANCE OF 558.12 FEET; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 106.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF NORTH 81°38'39" EAST AND A CHORD DISTANCE OF 104.98 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'13", A DISTANCE OF 104.99 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 546.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1,308 ACRES, MORE OR LESS,

SEE SHEET 4 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY							
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7			
			DRAWN	R. REBELLO	03/09/2023		JEE GENERAL IV	OTES, SHEET 7			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SI	ECTION N/A	SHEET 1 OF 7			

PROJECT NO. 516-236 PARCEL 51-120B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

#### PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 00°11'47" EAST. A DISTANCE OF 1233.41 FEET TO THE POINT OF BEGINNING. SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2435.00 FEET, A CHORD BEARING OF SOUTH 81°38'39" WEST AND A CHORD DISTANCE OF 104.98 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 80°24'33" WEST WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'13", A DISTANCE OF 104.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 106.19 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160; THENCE ALONG SAID WESTERLY LINE NORTH 21°48'37" WEST, A DISTANCE OF 58.89 FEET; THENCE NORTH 78°33'31" EAST, A DISTANCE OF 40.26 FEET; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 80.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF NORTH 81°31'10" EAST AND A CHORD DISTANCE OF 112.74 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'13", A DISTANCE OF 112.75 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 60.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 13313 SQUARE FEET, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS				
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY						
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	Dittir Goottoe.	DATA SOURCE: SEE GENERAL NOTES, SHEET 7		
			DRAWN	R. REBELLO	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLNERAL N	OTES, SHEET /		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 2 OF 7		

PROJECT NO. 516-236 PARCEL 51-120B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

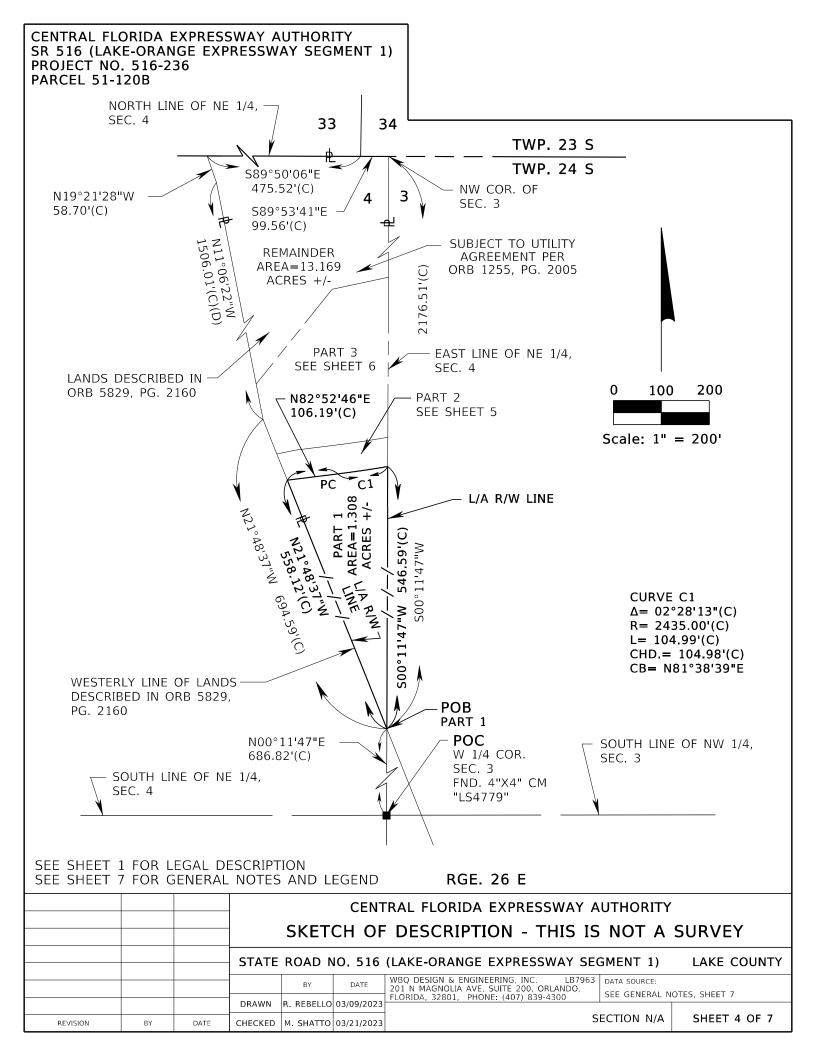
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 00°11'47" EAST, A DISTANCE OF 1294.32 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2375.00 FEET, A CHORD BEARING OF SOUTH 81°31'10" WEST AND A CHORD DISTANCE OF 112.74 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 80°09'34" WEST WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'13", A DISTANCE OF 112.75 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 80.98 FEET; THENCE SOUTH 78°33'31" WEST, A DISTANCE OF 40.26 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2160: THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES: THENCE NORTH 21°48'37" WEST, A DISTANCE OF 77.57 FEET; THENCE NORTH 11°06'22" WEST, A DISTANCE OF 74.97 FEET; THENCE NORTH 38°42'41" EAST, A DISTANCE OF 253.19 FEET; THENCE NORTH 77°56'58" EAST, A DISTANCE OF 120.03 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 333.56 FEET TO THE POINT OF BEGINNING.

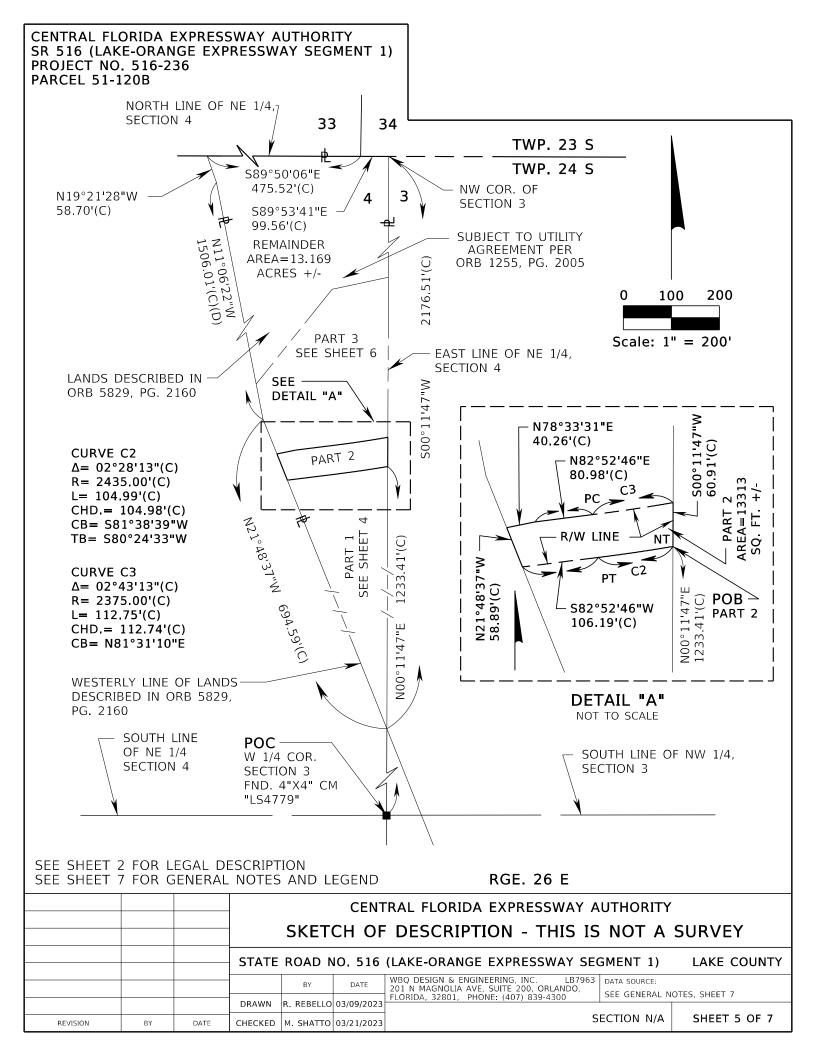
CONTAINING 1.688 ACRES, MORE OR LESS.

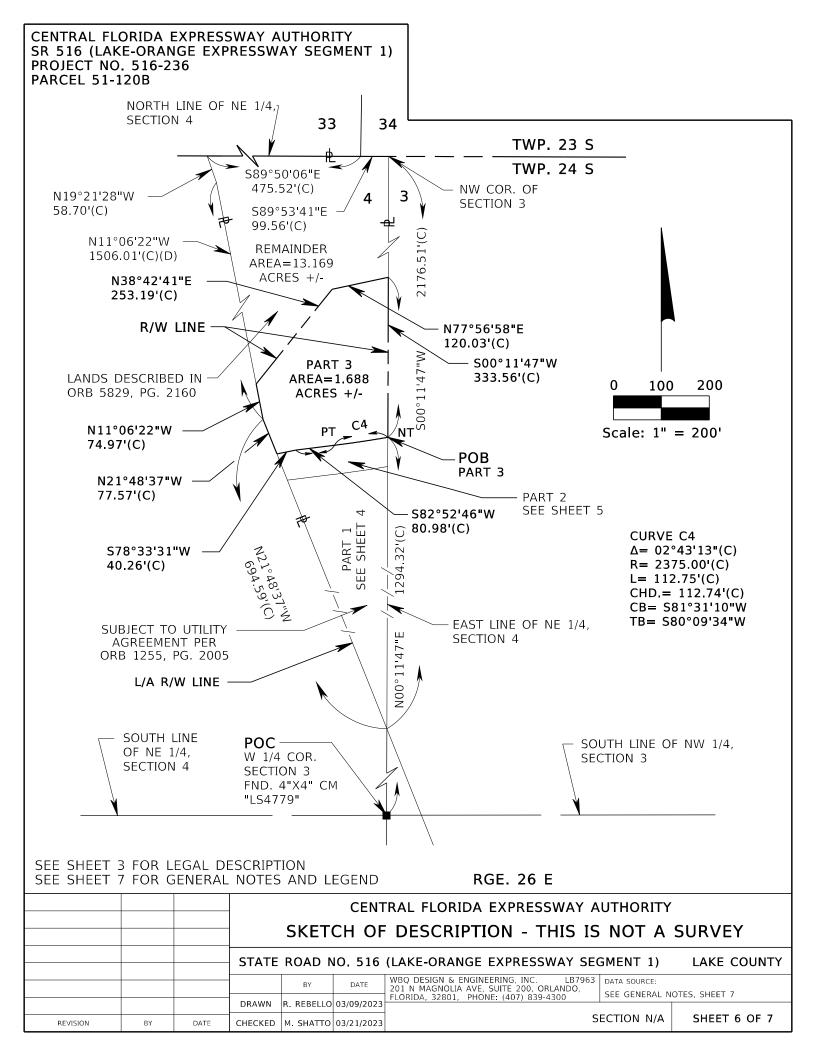
CONTAINING IN THE AGGREGATE 3.302 ACRES, MORE OR LESS.

SEE SHEET 6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY							
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7			
			DRAWN	R. REBELLO	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SENEIVAL IV	0123, 311221 /			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 3 OF 7			







CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-120B** 

### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589487/R1 DATED SEPTEMBER 19, 2022 AT 8 00 A M

# LEGEND

CHD. = CHORD DISTANCE CB = CHORD BEARING Q = CENTERLINE (C) = CALCULATED DATA CCR = CERTIFIED CORNER RECORD CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY CO. = COUNTY COR. = CORNER CM = CONCRETE MONUMENT CR = COUNTY ROAD CSX = CHESSIE SEABOARD CONSOLIDATED D = DEGREE (D) = DEED DATA DB = DEED BOOK DR. = DRIVE ESMT. = EASEMENT  Δ = DELTA (CENTRAL ANGLE) FND. = FOUND	FPID ID IP IR IRC L LB L/A MON. N/A NL N&D NT NTS OR ORB PG. PLS	= FINANCIAL PROJECT IDENTIFICATION = IDENTIFICATION = IRON PIPE = IRON ROD OR REBAR = IRON ROD AND CAP = LENGTH OF CURVE = LICENSED BUSINESS = LIMITED ACCESS = MONUMENTATION/MONUMENT = NUMBER = NOT APPLICABLE = NAIL = NAIL & DISK = NON-TANGENT = NOT TO SCALE = OFFICIAL RECORD = OFFICIAL RECORD BOOK = PAGE = PROFESSIONAL LAND SURVEYOR	PC PI POB POC PT PROJ. R RGE. REF. R/W SEC. SELY SR SQ.FT T TB TC TWP.	= RADIUS = RAILROAD
The state of the s				
(F) = FIELD DATA	P	= PROPERTY LINE	UE	= UTILITY EASEMENT
FDOT = FLORIDA DEPARTMENT OF	(P)	= PLAT DATA		

= PLAT BOOK

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PB

# Martin J Shatto Date: 2023.05.01 14:37:36 -04'00'

TRANSPORTATION

05/01/2023 DATE:

MARTIN J. SHATTO, PSM

REVISION

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHECKED M. SHATTO 03/21/2023

SEE SHEET 1-3 FOR LEGAL DESCRIPTIONS

BY

DATE



ORIVER EN Land SUN

SHEET 7 OF 7

SECTION N/A

PROJECT NO. 516-236 PARCEL 51-122A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST: THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2176.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 27.77 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 1.83 FEET; THENCE SOUTH 73°45'23" WEST, A DISTANCE OF 488.24 FEET; THENCE SOUTH 67°00'37" WEST, A DISTANCE OF 142.18 FEET; THENCE SOUTH 82°25'22" WEST, A DISTANCE OF 209.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 59°10'51" WEST AND A CHORD DISTANCE OF 35.52 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°29'02", A DISTANCE OF 36.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°56'20" WEST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 24°42'05" WEST AND A CHORD DISTANCE OF 17.54 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'31". A DISTANCE OF 17.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13°27'49" WEST, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 01°39'35" EAST AND A CHORD DISTANCE OF 23.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49", A DISTANCE OF 23.76 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 16°46'59" EAST, A DISTANCE OF 148.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE SOUTH 16°46'59" EAST, A DISTANCE OF 212.44 FEET; THENCE SOUTH 43°40'15" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 24°28'59" EAST, A DISTANCE OF 423.89 FEET; THENCE SOUTH 27°01'30" EAST, A DISTANCE OF 9.75 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°58'23" WEST, A DISTANCE OF 66.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: THENCE NORTH 28°31'04" WEST, A DISTANCE OF 498.83 FEET; THENCE SOUTH 60°38'13" WEST, A DISTANCE OF 22.16 FEET; THENCE NORTH 28°30'58" WEST, A DISTANCE OF 274.70 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

CONTINUED ON SHEET 2

SEE SHEET 11 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	GMENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 18
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENEROLE II	0123, 311221 10
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	ECTION N/A	SHEET 1 OF 18

PROJECT NO. 516-236 PARCEL 51-122A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

# LEGAL DESCRIPTION

PART 1: CONTINUED FROM SHEET 1

THENCE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET; THENCE NORTH 61°28'12" EAST, A DISTANCE OF 107.91 FEET; THENCE NORTH 12°16'11" WEST, A DISTANCE OF 40.25 FEET; THENCE NORTH 07°17'11" EAST, A DISTANCE OF 179.70 FEET; THENCE NORTH 17°25'19" EAST, A DISTANCE OF 294.56 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 344.37 FEET; THENCE NORTH 78°23'07" WEST, A DISTANCE OF 101.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 76°28'47" EAST AND A CHORD DISTANCE OF 32.36 FEET; THENCE FROM A TANGENT BEARING OF NORTH 78°53'42" EAST, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'49", A DISTANCE OF 32.37 FEET TO THE POINT OF TANGENCY: THENCE NORTH 74°03'53" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2657.00 FEET, A CHORD BEARING OF NORTH 78°28'20"EAST AND A CHORD DISTANCE OF 408.37 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 408.77 FEET TO THE POINT OF TANGENCY: THENCE NORTH 82°52'46" EAST, A DISTANCE OF 274.79 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 558.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 16.405 ACRES, MORE OR LESS.

SEE SHEET 11 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUTH DESCRIPTION - THIS IS N		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEGME	NT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	SOURCE:	OTES, SHEET 18
			DRAWN	J. J PIERRE	03/21/2023	TEORIDA, 32801, FRONE. (407) 839-4300		
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/21/2023	SECTI	ION N/A	SHEET 2 OF 18

PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06" WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06 WEST, A DISTANCE 1822.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF SOUTH 23°45'46" EAST AND A CHORD DISTANCE OF 472.29 FEET: THENCE FROM A TANGENT BEARING OF SOUTH 22°51'04" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET. A CHORD BEARING OF SOUTH 24°50'45" EAST AND A CHORD DISTANCE OF 76.73 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 24°41'52" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'45", A DISTANCE OF 76.73 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 26°29'09" EAST, AND A CHORD DISTANCE OF 774.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'05", OF A DISTANCE OF 774.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°58'41" EAST, A DISTANCE OF 374.36 FEET; THENCE SOUTH 85°42' 39" WEST, A DISTANCE OF 32.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 62°13'18" EAST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°47'05" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET TO THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES: THENCE SOUTH 73°20'46" WEST, A DISTANCE OF 49.70 FEET; THENCE SOUTH 66°24'21" WEST, A DISTANCE OF 126.57 FEET; THENCE SOUTH 61°27'47" WEST, A DISTANCE OF 83.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25. A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509;

CONTINUED ON SHEET 4

SEE SHEET 12 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNT								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 10				
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IV	OTES, SHEET TO				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	ECTION N/A	SHEET 3 OF 18				

PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 2: CONTINUED FROM SHEET 3

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES: THENCE NORTH 28°31'48" WEST, A DISTANCE OF 527.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11327.71 FEET A CHORD BEARING OF NORTH 26°55'12"WEST AND A CHORD DISTANCE OF 636.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'12", A DISTANCE OF 636.61 FEET; THENCE NORTH 64°41'24" EAST. A DISTANCE OF 9.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11317.85 FEET, A CHORD BEARING OF NORTH 24°33'29" WEST AND A CHORD DISTANCE OF 297.01 FEET; THENCE FROM A TANGENT BEARING OF NORTH 25°18'36" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'13", A DISTANCE OF 297.01 FEET; THENCE SOUTH 67°30'49" WEST, A DISTANCE OF 4.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11322.80 FEET, A CHORD BEARING OF NORTH 22°18'09" WEST AND A CHORD DISTANCE OF 594.11 FEET; THENCE FROM A TANGENT BEARING OF NORTH 23°48'21" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'24", A DISTANCE OF 594.18 FEET; THENCE NORTH 69°12'03" EAST, A DISTANCE OF 15.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11307.71 FEET, A CHORD BEARING OF NORTH 20°27'47" WEST AND A CHORD DISTANCE OF 132.61 FEET; THENCE FROM A TANGENT BEARING OF NORTH 20°47'57" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°40'19", A DISTANCE OF 132.61 FEET TO THE NORTH LINE OF AFOREMENTIONED SECTION 4; THENCE ALONG SAID NORTH LINE SOUTH 89°50'06" EAST, A DISTANCE OF 60.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.331 ACRES, MORE OR LESS.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY								
				SKET	CH OF	DESCRIPTION - THIS IS	NOT A	SURVEY				
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 10				
			DRAWN	J. J PIERRE	03/21/2023		SEE GENERAL N	01L3, 311LL1 10				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	Si	ECTION N/A	SHEET 4 OF 18				

PROJECT NO. 516-236 PARCEL 51-122A PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

## PART 3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST: THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50'06" WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS SOUTH 19°21'28' EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 1506.01 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 77.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 58.89 FEET; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 274.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2657.00 FEET, A CHORD BEARING OF SOUTH 78°28'20" WEST AND A CHORD DISTANCE OF 408.37 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 408.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°03'53" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET A CHORD BEARING OF SOUTH 76°28'47"WEST AND A CHORD DISTANCE OF 32.36 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'49", A DISTANCE OF 32.37 FEET TO A POINT ON TO THE WESTERLY LINE OF SAID DESCRIBED LANDS: THENCE ALONG SAID WESTERLY LINE NORTH 78°23'07" WEST, A DISTANCE OF 45.08 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 73°20'46" WEST, A DISTANCE OF 54.48 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 62°13'18" WEST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF NORTH 86°39'30" WEST NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET; THENCE NORTH 85°42'39" EAST, A DISTANCE OF 52.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 341.71 FEET, A CHORD BEARING OF SOUTH 74°16' 36" EAST AND A CHORD DISTANCE OF 358.70 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 42°37'05" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°19'02". A DISTANCE OF 377.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°03'53" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2699.29 FEET, A CHORD BEARING OF NORTH 78°28'20" EAST AND A CHORD DISTANCE OF 414.87 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 415.28 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 65.63 FEET; THENCE NORTH 78°33'31" EAST, A DISTANCE OF 194.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.373 ACRES, MORE OR LESS.

SEE SHEET 13 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 18				
			DRAWN	J. J PIERRE	03/21/2023	FEORIDA, 32801, FRONE. (407) 839-4300		0123, 31121 10				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	ECTION N/A	SHEET 5 OF 18				

PROJECT NO. 516-236 PARCEL 51-122A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 EAST, RANGE 26 EAST NORTH 89°53′41″ WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50′06″ WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51 SOUTH 19°21′28″ EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06′22″ EAST, A DISTANCE OF 1431.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06′22″ EAST, A DISTANCE OF 77.57 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48′37″ EAST, A DISTANCE OF 77.57 FEET; THENCE SOUTH 78°33′31″ WEST, A DISTANCE OF 194.78 FEET; THENCE NORTH 38°42′41″ EAST, A DISTANCE OF 236.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 14193 SOUARE FEET, MORE OR LESS.

SEE SHEET 14 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES, SHEET 18				
			DRAWN	J. J PIERRE	03/21/2023		SEE GENERAL IN	OTES, SHEET TO				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SEC	CTION N/A	SHEET 6 OF 18				

PROJECT NO. 516-236 PARCEL 51-122A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

PART 5

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2204.28; THENCE SOUTH 79°41'43" WEST, A DISTANCE 1.83 FEET: THENCE SOUTH 73°45'23"EAST. A DISTANCE OF 488.24 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 42°29'20" EAST, A DISTANCE OF 360.92 FEET; THENCE SOUTH 10°39'32" EAST, A DISTANCE OF 140.75 FEET; THENCE SOUTH 22°48'30" WEST, A DISTANCE OF 128.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE SOUTH 22°48'30" WEST, A DISTANCE OF 133.56 FEET; THENCE SOUTH 49°08'13" WEST, A DISTANCE OF 251.52 FEET; THENCE NORTH 83°27'15" WEST, A DISTANCE OF 281.25 FEET; THENCE SOUTH 39°46'47" WEST, A DISTANCE OF 26.31 FEET; THENCE NORTH 43°40'15" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 16°46'59" WEST, A DISTANCE OF 212.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE NORTH 16°46'59" WEST, A DISTANCE OF 148.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 01°39'35" WEST AND A CHORD DISTANCE OF 23.48 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49", A DISTANCE OF 23.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 13°27'49" EAST, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 24°42'05" EAST AND A CHORD DISTANCE OF 17.54 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'31", A DISTANCE OF 17.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°56'20" EAST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 59°10'51" EAST AND A CHORD DISTANCE OF 35.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°29'02", A DISTANCE OF 36.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°25'22" EAST, A DISTANCE OF 209.49 FEET; THENCE NORTH 67°00'37" EAST, A DISTANCE OF 142.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.351 ACRES, MORE OR LESS.

SEE SHEET 15 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNT								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTEC CHEET 10				
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IV	OTES, SHEET 10				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	ECTION N/A	SHEET 7 OF 18				

PROJECT NO. 516-236 PARCEL 51-122A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

### PART 6

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53′41″ WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50′06″ WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50′06″ WEST A DISTANCE OF 1822.45 FEET; THENCE SOUTH 20°22′16″ EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43′57″ EAST, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°08′56″ EAST, A DISTANCE OF 363.64 FEET; THENCE SOUTH 90°00′00″ EAST, A DISTANCE OF 413.38 FEET; THENCE SOUTH 03°59′03″ EAST, A DISTANCE OF 136.58 FEET; THENCE SOUTH 12°19′44″ WEST, A DISTANCE OF 312.91 FEET; THENCE SOUTH 54°08′29″ WEST, A DISTANCE OF 188.35 FEET; THENCE SOUTH 81°09′50″ WEST, A DISTANCE OF 160.39 FEET; THENCE NORTH 71°49′33″ WEST, A DISTANCE OF 142.92 FEET; THENCE SOUTH 52°40′26″ WEST, A DISTANCE OF 67.82 FEET; THENCE NORTH 23°45′46″ WEST, A DISTANCE OF 472.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.656 ACRES, MORE OR LESS.

# PART 7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2863.33 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 CONTINUE SOUTH 00°11'47" WEST, A DISTANCE OF 576.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°11'47" WEST, A DISTANCE OF 93.99 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID SOUTH LINE SOUTH 89°58'23" WEST, A DISTANCE OF 33.24 FEET; THENCE NORTH 00°00'05" EAST, A DISTANCE OF 94.00 FEET; THENCE SOUTH 89°59'55" EAST A DISTANCE OF 33.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 3139 SQUARE FEET, MORE OR LESS

CONTAINING IN THE AGGREGATE 41.514 ACRES, MORE OR LESS.

SEE SHEETS 16 & 17 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY							
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY							
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 18			
			DRAWN	J. J PIERRE	03/21/2023		JEE GENERAL IV	0123, 311221 10			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	ECTION N/A	SHEET 8 OF 18			

PROJECT NO. 516-236 PARCEL 51-122A

PURPOSE: LIMITED ACCESS RIGHTS ONLY

ESTATE: FEE SIMPLE

# LEGAL DESCRIPTION

### PART 8:

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

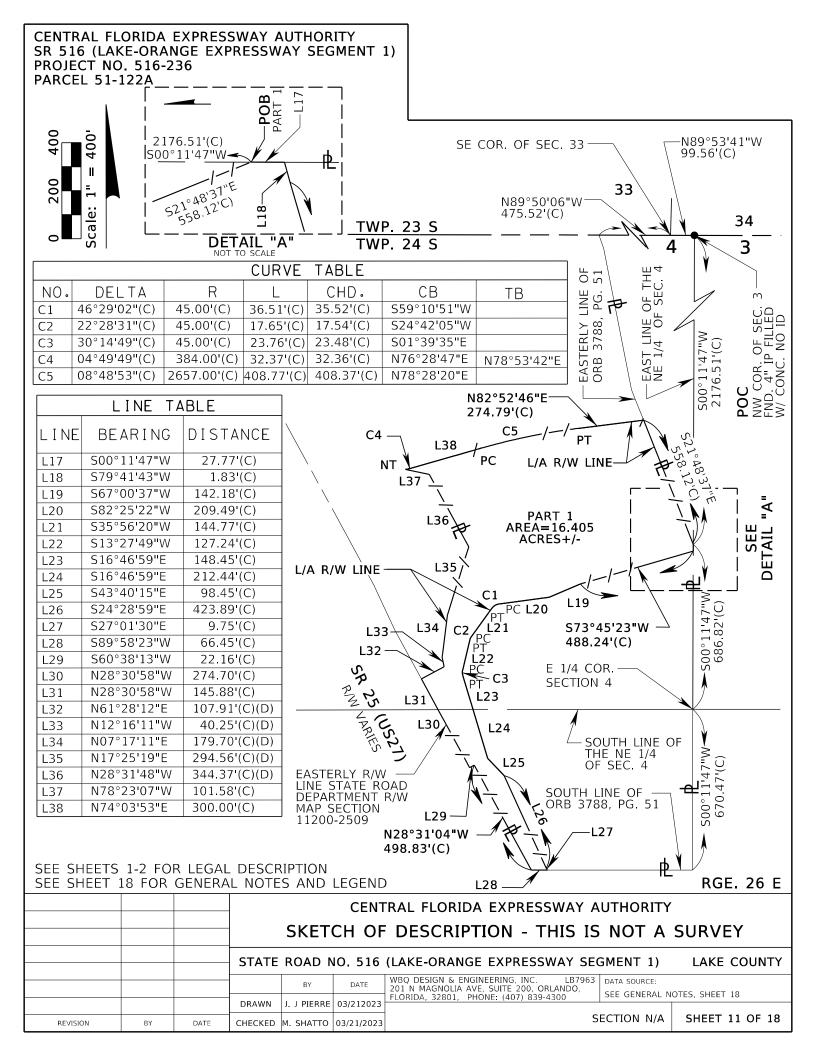
COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53'41" WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST: THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06" WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06 WEST, A DISTANCE 1822.45 FEET; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF SOUTH 23°45'46" EAST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 22°51'04" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 24°50'45" EAST AND A CHORD DISTANCE OF 76.73 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 24°41'52" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'45", A DISTANCE OF 76.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 26°29'09" EAST, AND A CHORD DISTANCE OF 774.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'05", OF A DISTANCE OF 774.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°58'41" EAST, A DISTANCE OF 374.36 FEET TO THE POINT OF TERMINUS.

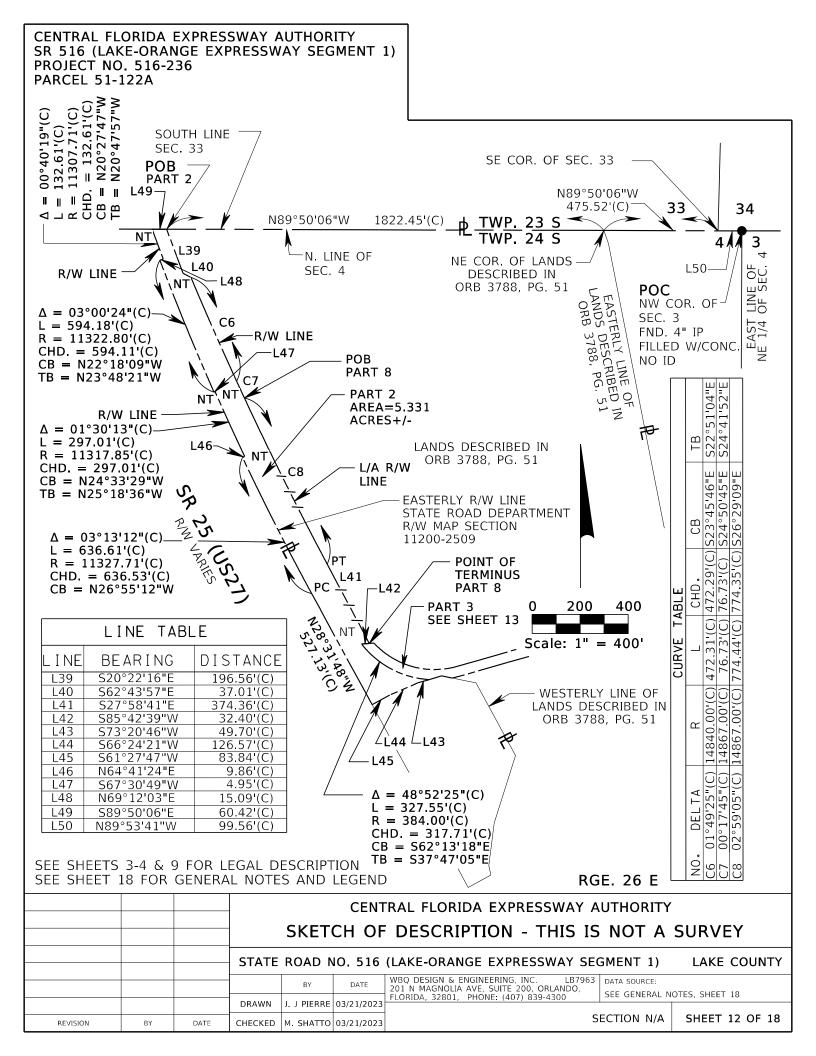
LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

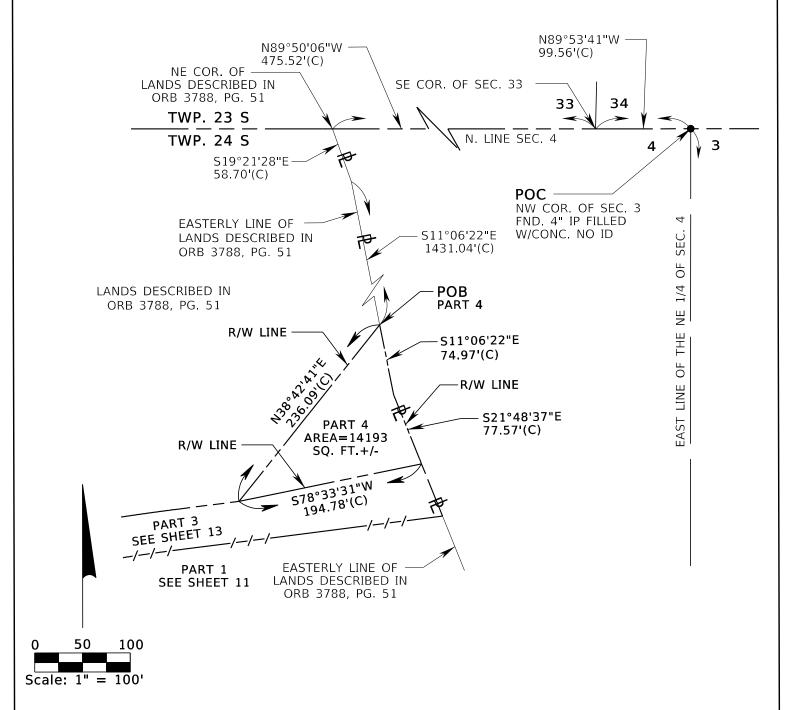
				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES, SHEET 18				
			DRAWN	J. J PIERRE	03/21/2023		SEE GENERAL IV	OTES, SHEET 16				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	CTION N/A	SHEET 9 OF 18				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO 516-236 **PARCEL 51-122A** 132.61'(C) 11307.71'(C) 0. = 132.61'(C) N20°27'47"W 00°40'19"(C SE COR. OF SEC. 33 FND. 5" X 5" CM NO ID NW COR. OF SEC. 3 N89°50'06"W-FND. 4" IP FILLED 475.52'(C) W/ CONC. NO ID 33 S89°50'06"E TWP. 23 S 1882.87'(C)  $\Delta = 0$  C = 1 C = 0 C = 0 C = 0 C = 0 C = 0 C = 0Ш TWP. 24 S NE COR. OF LANDS DESCRIBED IN SEE SHEET 16 ORB 3788, PG. 51 N89°53'41"W  $\Delta = 03^{\circ}00'24''(C)$ 99.56'(C) L16 11°06'22"E L = 594.18'(C)2763.33'(C) L14 REMAINDER R = 11322.80'(C)AREA=67.688 CHD = 594.11(C)ACRES+/- $CB = N22^{\circ}18'09"W$ PART 2 SEE SHEET 12 SEC.  $\Delta = 01^{\circ}30'13''(C)$ L = 297.01'(C)LANDS DESCRIBED IN L13 R = 11317.85'(C)ORB 3788, PG. 51 1/4 1506.01′(C)(D)€ CHD. = 297.01'(C) $CB = N24^{\circ}33'29''W$ PART 8 LINE NE SEE SHEET 12 S00°11'47"W  $\Delta = 03^{\circ}13'12''(C)$ PART 4 L = 636.61'(C)SEE SHEET 14 EAST R = 11327.71'(C)CHD = 636.53'(C)PART 3 CB = N26°55'12"WSEE SHEET 13 5 EASTERLY R/W LINE— STATE ROAD DEPARTMENT R/W MAP SEC. 11200-2509 31,20" 13(0) LINE TABLE L10 L9 PART 1 SEE SHEET 11 250 500 DISTANCE INE BEARING L8 L11 SR S60°38'13"W L1 22.16'(C) ·L12 Scale: 1" = 500'N28°30'58"W 274.70'(C) L2 L7 L3 N28°30'58"W 145.88'(C) N61°28'12"E L4 107.91'(C)(D) 686.82 (C) S00°17'47 N12°16'11"W 40.25'(C)(D) L5 N07°17'11"E N17°25'19"E N28°31'48"W N78°23'07"W 179.70'(C)(D) L6 L6 294.56'(C)(D) L7 344.37 (C)(D) 146.66 (C)(D) L8 PART 5 L9 E 1/4 COR. SEE SHEET 15 S73°20'46"W L10 104.18'(C)(D) SEC. 4 126.57'(C)(D) S66°24'21"W L11 S61°27'47"W L12 83.84'(C)(D) N64°41'24"E L13 9.86 (C) \$00°11'47"W 670.47'(C) SOUTH LINE OF S67°30'49"W 4 95 (C) L14 N69°12'03"E 15.09'(C L15 THE NE 1/4 PART 7 S19°21'28"E L16 58.70 (C OF SEC. 4 SEE SHEET 17 SEE SHEETS 1-9 FOR LEGAL DESCRIPTIONS S89°58'23"W SHEETS 10-17 FOR SKETCH OF DESCRIPTIONS N28°31'04"W 670.45 (C) SEE SHEET 18 FOR GENERAL NOTES AND LEGEND 498.83'(C) RGE, 26 E CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY WBO DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES. SHEET 18 DRAWN J. J PIERRE 03/21/2023 SECTION N/A **SHEET 10 OF 18** REVISION BY DATE CHECKED M. SHATTO 03/21/2023





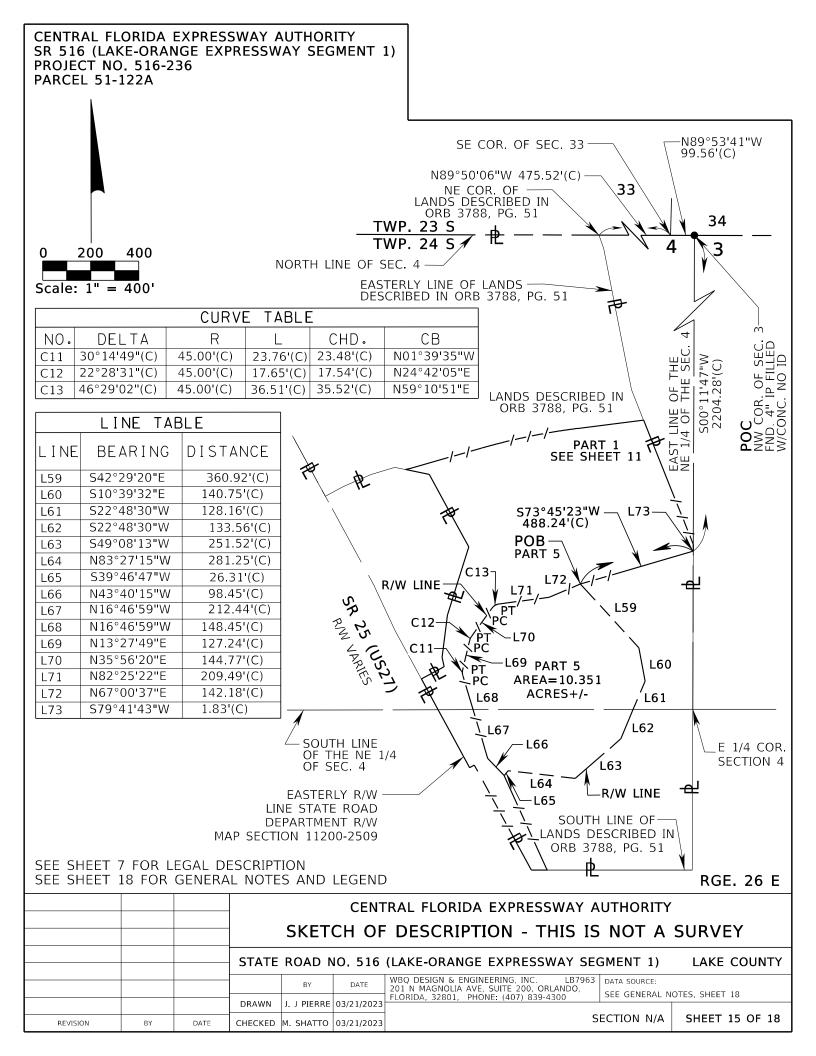
CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) **PROJECT NO. 516-236 PARCEL 51-122A** SE COR. OF SEC. 33 -**POC** SOUTH LINE. NW COR. OF SEC. 3 SECTION. 33 FND. 4" IP FILLED N89°50'06"W -W/CONC. NO ID 475 52 (C) 33 34 N89°50'06"W 1822.45'(C) <u>TWP. 23 S</u> TWP. 24 S NE COR. OF 3 4 N. LINE OF LANDS DESCRIBED IN 4 ORB 3788, PG. 51 EASTERLY LINE OF LANDS DESCRIBED IN LANDS 3788, PG. 51 SEC. 4 S19°21'28"E SEC R/W LINE 58.70 (Č) N89°53'41"W-INE TABLE 99.56 (C) OF S21°48'37"E L51 58.89'(C) 1/4 S82°52'46"W L52 274.79'(C) S74°03'53"W L53 300.00'(C) NE L54 N78°23'07"W 45.08 (C) L55 S73°20'46"W ОЕ 54.48'(C) L56 N85°42'39"E 52.17 (C) LINE L57 N74°03'53"E 300.00'(C) 65.63'(C) L58 N82°52'46"E EAST L85 N78°33'31"E 194 78 (C) S21°48'37"E 77.57'(C) LANDS DESCRIBED IN ORB 3788, PG. 51 PART 4 -SEE SHEET 14 L85 L58 **POB** L56 PART 3 PART 3 AREA=1.373 R/W LINE EASTERLY R/W LINE STATE ROAD ACRES+/-L51 DEPARTMENT R/W NT MAP SECTION L57 11200-2509 R/W LINE C9 L53  $\Delta = 08^{\circ}48'53''(C)$  $\Delta = 48°52'25"(C)$ NT L = 408.77'(C)R/W LINE L = 327.55'(C)PC R = 2657.00'(C)PART 1 200 400 R = 384.00'(C)CHD. = 408.37'(C) SEE SHEET L55 CHD = 317.71'(C) $CB = S78^{\circ}28'20"W$  $CB = N62^{\circ}13'18"W$ 11 L54 TB = N86°39'30"WWESTERLY LINE OF LANDS DESCRIBED IN ORB 3788, PG. 51  $\Delta = 04^{\circ}49'49''(C)$ CURVE TABLE L = 32.37(C)NO. DELTA R CHD. CB TB R = 384.00'(C)63°19'02"(C) 341.71'(C) 377.62'(C) 358.70'(C) S74°16'36"E C9 S42°37'05"E CHD = 32.36'(C)C10 08°48'53"(C) 2699.29'(C) 415.28'(C) 414.87'(C) N78°28'20"E N74°03'53"E  $CB = S76^{\circ}28'47"W$ SEE SHEET 5 FOR LEGAL DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND RGE. 26 E CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY WBO DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL NOTES, SHEET 18 DRAWN J. J PIERRE 03/21/2023 SECTION N/A **SHEET 13 OF 18** REVISION BY DATE CHECKED M. SHATTO 03/21/2023

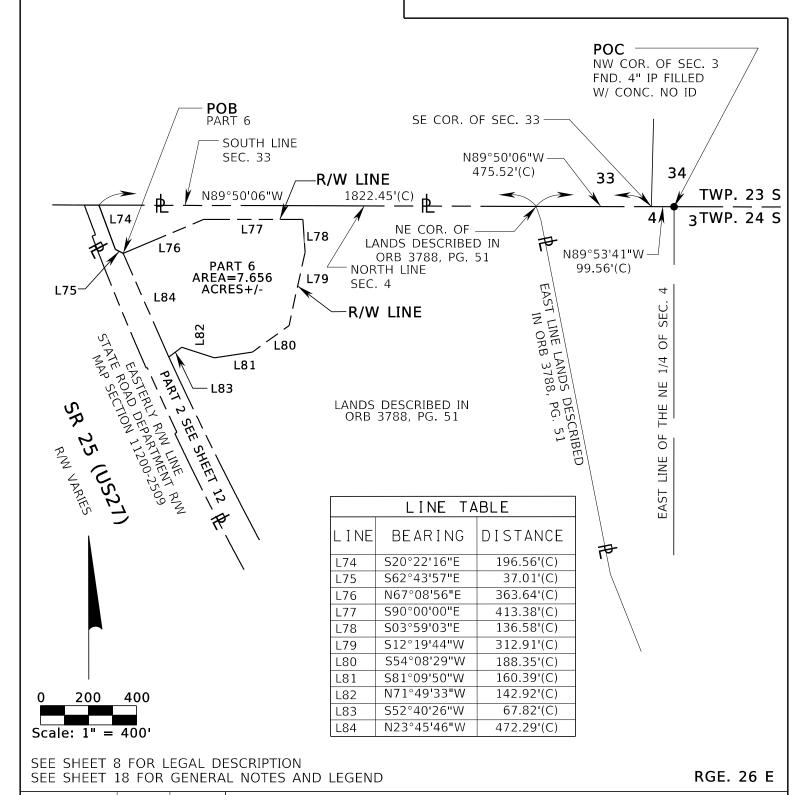


SEE SHEET 6 FOR LEGAL DESCRIPTION SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

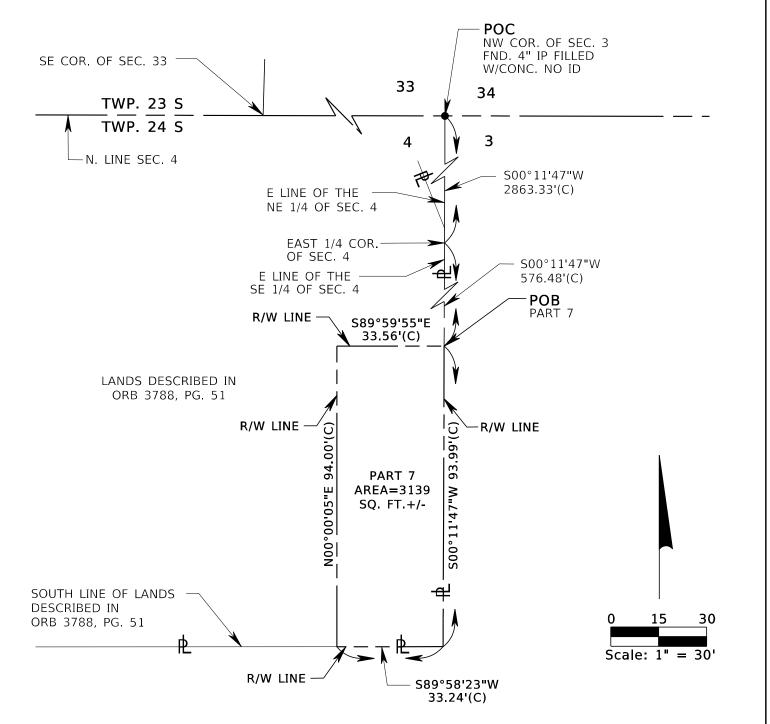
RGE. 26 E

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE	ROAD N	IO. 516	(LAKE-ORANGE EXPRESSWAY SEGMENT 1)	LAKE COUNTY						
				ВҮ	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 SEE GENERAL	NOTES, SHEET 18						
			DRAWN	J. J PIERRE	03/21/2023								
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECTION N/A	SHEET 14 OF 18						





				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
				Sketch of Description - This is not a survei									
			STATE	ROAD N	IO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY					
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 10					
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	0123, 311EE1 16					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 16 OF 18					



SEE SHEET 8 FOR LEGAL DESCRIPTION
SEE SHEET 18 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEG	MENT 1)	LAKE COUNTY				
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE:	OTES, SHEET 18				
			DRAWN	J. J PIERRE	03/21/2023		SEE GENTERVIE IN	0123, 311221 10				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SE	CTION N/A	SHEET 17 OF 18				

## **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589558 DATED SEPTEMBER 22, 2022 AT 8:00 A.M.

FINANCIAL DOOLECT IDENTIFICATION DO

DOINT OF CURVATURE

Ostered Land Sur

#### LEGEND

CHD - CHODD DICTANCE	FPID	= FINANCIAL PROJECT IDENTIFICATION	PC	= POINT OF CURVATURE
CHD. = CHORD DISTANCE	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
CB = CHORD BEARING	ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
Q = CENTERLINE	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
(C) = CALCULATED DATA	IRC	= IRON ROD AND CAP	PT	= POINT OF TANGENCY
CCR = CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	PROJ.	= PROJECT
CFX = CENTRAL FLORIDA EXPRESSWAY	LB	= LICENSED BUSINESS	R	= RADIUS
AUTHORITY	L/A	= LIMITED ACCESS	RR	= RAILROAD
CO. = COUNTY	MON.			= RANGE
COR. = CORNER	NO.	= NUMBER	REF.	= REFERENCE
CM = CONCRETE MONUMENT	N/A	= NOT APPLICABLE	R/W	= RIGHT OF WAY
CR = COUNTY ROAD	NL	= NAIL		= SECTION
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D	= NAIL & DISK	SELY	
D = DEGREE	NT	= NON-TANGENT	SR	= STATE ROAD
(D) = DEED DATA	NTS	= NOT TO SCALE		= SQUARE FEET
DB = DEED BOOK	OR	= OFFICIAL RECORD	T	= TANGENT
DR. = DRIVE	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
ESMT. = EASEMENT	PG.	= PAGE	TC	= TANGENT TO CURVE
$\Delta$ = DELTA (CENTRAL ANGLE)	PLS	= PROFESSIONAL LAND SURVEYOR		= TOWNSHIP
FND. = FOUND	P_	= PROPERTY LINE	UE	= UTILITY EASEMENT
(F) = FIELD DATA	'L (Ρ)	= PLAT DATA	OL	311211 2732112141
FDOT = FLORIDA DEPARTMENT OF	PB	= PLAT BOOK		
TRANSPORTATION	, 0	LATE BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

EDID

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2023.05.01 14:38:47 -04'00'

DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEETS 1-9 FOR LEGAL DESCRIPTIONS

SEE SHEETS 10-17 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)VE				
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/21/2023	S	SECTION N/A	SHEET 18 OF 18				

PROJECT NO. 516-236 PARCEL 51-122B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 SOUTH, RANGE 26 EAST, NORTH 00°11'47" EAST, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE NORTH 00°11'47" EAST, A DISTANCE OF 27.77 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 27.86 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 10.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 145 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUT DESCRIPTION - THIS IS N		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEGM	ENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	TA SOURCE:	OTES, SHEET 4
			DRAWN	J. J PIERRE	03/09/2023	TEONIDA, 32001, FHONE. (407) 039-4300		·
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SECT	TION N/A	SHEET 1 OF 4

PROJECT NO. 516-236 PARCEL 51-122B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

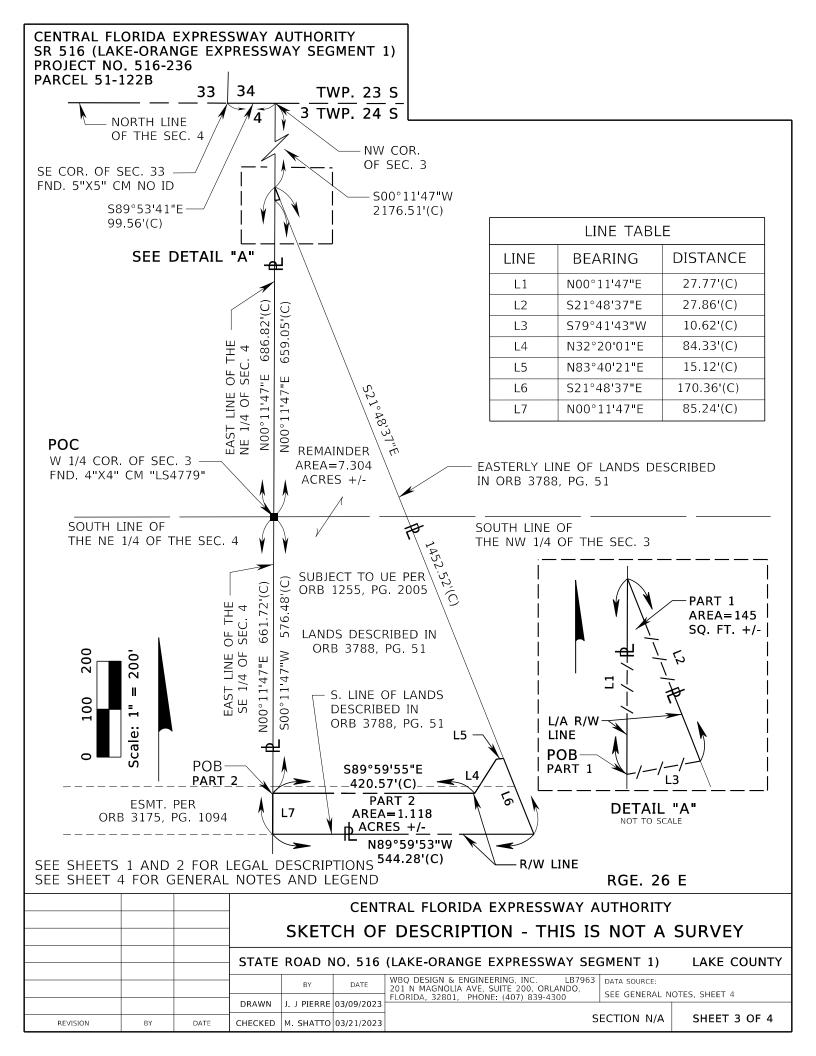
COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 SOUTH, RANGE 26 EAST, SOUTH 00°11'47" WEST, A DISTANCE OF 576.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'55" EAST, A DISTANCE OF 420.57 FEET; THENCE NORTH 32°20'01" EAST, A DISTANCE OF 84.33 FEET; THENCE NORTH 83°40'21" EAST, A DISTANCE OF 15.12 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 170.36 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID SOUTH LINE NORTH 89°59'53" WEST, A DISTANCE OF 544.28 FEET TO A POINT ON EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EAST LINE NORTH 00°11'47" EAST, A DISTANCE OF 85.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.118 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.121 ACRES, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWAY AUT  DESCRIPTION - THIS IS N		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEGM	ENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	TA SOURCE:	OTES, SHEET 4
			DRAWN	J. J PIERRE	03/09/2023	TEORIDA, 32801, FRONE. (407) 839-4300		·
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SEC	TION N/A	SHEET 2 OF 4



### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING NORTH 00°11'47" EAST, BASED ON THE FLORIDA STATE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589592 DATED 09/22/2022 AT 8:00 A.M.

#### **LEGEND**

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Shatto

REVISION

Digitally signed by Martin J

Date: 2023.05.01 14:39:59 -04'00' DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHECKED M. SHATTO 03/21/2023

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS

DATE

BY

SEE SHEET 3	 	DESCRIPTION
		CENTRAL FLORIDA EXPRESSWAY AUTHORITY
		SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

	STATE	ROAD N	IO 516	(LAKE-ORANGE EXPRESSWAY SEC	SMENT 1)	LAKE COUNTY
	JIAIL	NOAD I	10. 510	(LAKE-OKANGE EXTRESSWAT SEC	JIVILIVI 1)	LAKE COUNT
		BY	DATE		DATA SOURCE:	
		ы	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA. 32801. PHONE: (407) 839-4300	SEE NOTE 3 ABO	OVE
	DRAWN	J. J PIERRE	03/09/2023	FEORIDA, 32801, FRONE. (407) 639-4300		

Stered Land

SHEET 4 OF 4

SECTION N/A

PROJECT NO. 516-236 PARCEL 51-124

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3401, PAGE 1583, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 89°53'38' WEST, A DISTANCE OF 1061.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25. A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509: THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET TO A POINT ON THE WESTERLY LINE OF WATER RETENTION AREA POND D AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200, FINANCIAL PROJECT IDENTIFICATION 238422 1 AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID WESTERLY LINE OF SAID POND D THE FOLLOWING THREE COURSES: THENCE NORTH 28°30'58" WEST. A DISTANCE OF 229.67 FEET: THENCE NORTH 25°05'47" WEST, A DISTANCE OF 200.36 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 430.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID POND D; THENCE ALONG THE NORTHERLY LINE OF SAID POND D THE FOLLOWING THREE COURSES: THENCE NORTH 61°27'47" EAST, A DISTANCE OF 83.84 FEET; THENCE NORTH 66°24'21" EAST, A DISTANCE OF 126.57 FEET; THENCE NORTH 73°20'46" EAST, A DISTANCE OF 49.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET. A CHORD BEARING OF NORTH 86°07'06" EAST AND A CHORD DISTANCE OF 96.57 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 86°39'30" EAST EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'48", A DISTANCE OF 96.82 FEET TO A POINT ON THE AFORESAID NORTHERLY LINE OF SAID POND D; THENCE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY LINE OF SAID POND D THE FOLLOWING SIX COURSES: THENCE SOUTH 78°23'07" EAST, A DISTANCE OF 101.58 FEET; THENCE SOUTH 28°31'48" EAST, A DISTANCE OF 344.37 FEET; THENCE SOUTH 17°25'19" WEST, A DISTANCE OF 294.56 FEET; THENCE SOUTH 07°17'11" WEST, A DISTANCE OF 179.70 FEET; THENCE SOUTH 12°16'11" EAST, A DISTANCE OF 40.25 FEET; THENCE SOUTH 61°28'12" WEST A DISTANCE OF 107.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY

CONTAINING 6.509 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AU DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEGN	MENT 1)	LAKE COUNTY
			BY DATE WBQ DESIGN & ENGINEERING, INC. LB7963 DATA SOURCE: 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, SEE GENERAL NOTES, SHEET 4					
			DRAWN	J. J PIERRE	03/21/2023	TEONIDA, 32801, FITONE. (407) 839-4300		·
REVISION	BY	DATE	CHECKED	м. ѕнатто	03/21/2023	SEC	CTION N/A	SHEET 1 OF 4

PROJECT NO. 516-236 PARCEL 51-124

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3401, PAGE 1583, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

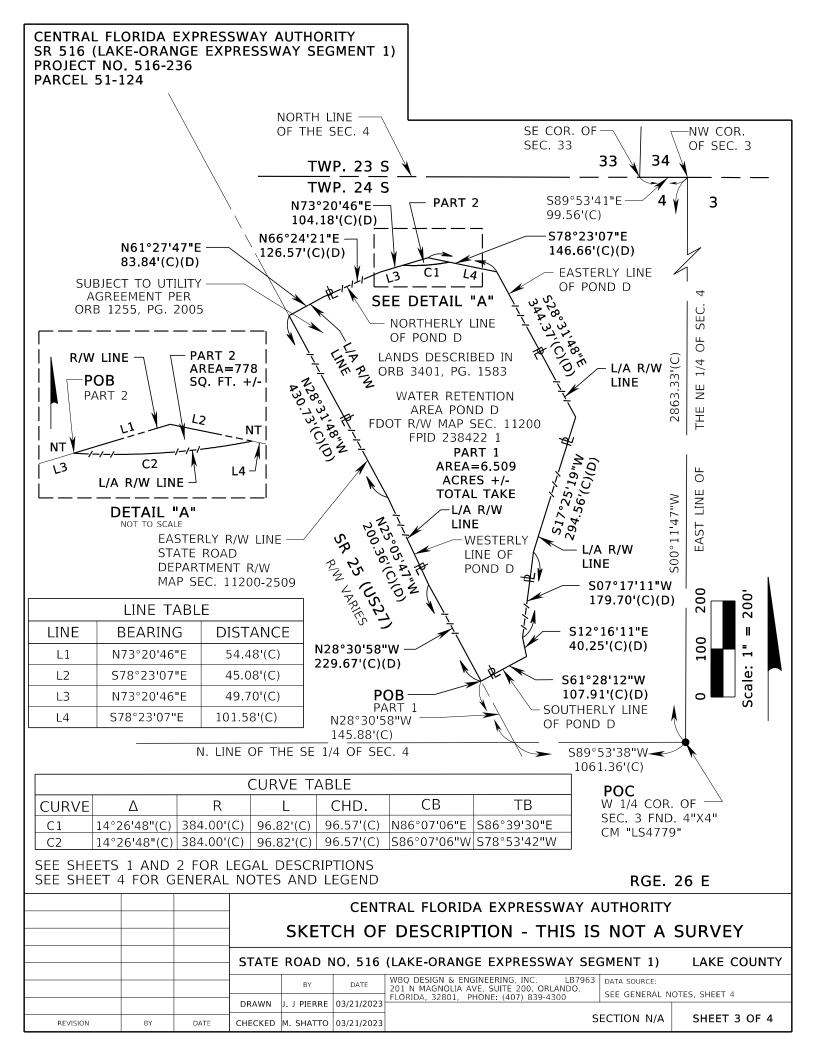
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 89°53'38' WEST, A DISTANCE OF 1061.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25. A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET TO A POINT ON THE WESTERLY LINE OF WATER RETENTION AREA POND D AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11200, FINANCIAL PROJECT IDENTIFICATION 238422 1; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID WESTERLY LINE OF SAID POND D THE FOLLOWING THREE COURSES: THENCE NORTH 28°30'58" WEST, A DISTANCE OF 229.67 FEET; THENCE NORTH 25°05'47" WEST, A DISTANCE OF 200.36 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 430.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID WATER RETENTION AREA POND D; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: THENCE NORTH 61°27'47" EAST, A DISTANCE OF 83.84 FEET; THENCE NORTH 66°24'21" EAST, A DISTANCE OF 126.57 FEET; THENCE NORTH 73°20'46" EAST, A DISTANCE OF 49.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73°20'46" EAST, A DISTANCE OF 54.48 FEET; THENCE SOUTH 78°23'07" EAST, A DISTANCE OF 45.08 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTH HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 86°07'06" WEST AND A CHORD DISTANCE OF 96.57 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 78°53'42" WEST, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°26'48", A DISTANCE OF 96.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 778 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6.527 ACRES, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

					CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
				STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY									
					BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET A					
				DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JEE GENERAL N	01L3, 311LL1 4					
RE	VISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 2 OF 4					



#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM. 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589629 DATED SEPTEMBER 15, 2022 AT 8:00 A.M.

### LEGEND

CHD. = CHORD DISTANCE CB = CHORD BEARING FPID = FINANCIAL PROJECT IDENTIFICATION PC = POINT OF CURVATURE = CENTERLINE ID = IDENTIFICATION = POINT OF INTERSECTION (C) = CALCULATED DATA = IRON PIPE ΙP POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD IR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT CFX = CENTRAL FLORIDA EXPRESSWAY IRC. = IRON ROD AND CAP = POINT OF TANGENCY **AUTHORITY** = LENGTH OF CURVE PROJ. = PROJECT L = COUNTY ΙB = LICENSED BUSINESS R = RADIUS CM = CONCRETE MONUMENT L/A = LIMITED ACCESS = RAILROAD COR. = CORNERMON. = MONUMENTATION/MONUMENT RGE. = RANGECR = COUNTY ROAD NO. = NUMBER REF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED N/A = NOT APPLICABLE R/W = RIGHT OF WAYD = DEGREE NI = NAII SEC. = SECTION(D) = DEED DATA SELY = SOUTHEASTERLY N&D = NAIL & DISK = DEED BOOK NT = NON-TANGENT SR = STATE ROAD DR. = DRIVE NTS = NOT TO SCALE SO.FT. = SQUARE FEET ESMT = EASEMENTOR = OFFICIAL RECORD Τ = TANGENT = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK TB = TANGENT BEARING FND. = FOUNDPG. = PAGE TC = TANGENT TO CURVE (F) = FIELD PLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP FDOT = FLORIDA DEPARTMENT OF = PROPERTY LINE UE = UTILITY EASEMENT TRANSPORTATION (P) = PLAT DATA FPID = FINANCIAL PROJECT INDENTIFICATION

= PLAT BOOK

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Martin J

Martin J Shatto Shatto Shatto Date: 2023.05.01 14:41:11 -04'00' DATE: \_\_\_\_\_\_05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS SEE SHEET 3 FOR SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY									
				SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY									
			STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUN										
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE					
			DRAWN	J. J PIERRE	03/21/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL					
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	S	ECTION N/A	SHEET 4 OF 4					

red Land S

PROJECT NO. 516-236 PARCEL 51-127A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 55 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST, A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25. A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING NINETEEN COURSES: THENCE SOUTH 16°23'32" EAST, A DISTANCE OF 381.89 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 499.83 FEET; THENCE SOUTH 73°30'21" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 450.15 FEET; THENCE NORTH 73°39'31" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.33 FEET; THENCE SOUTH 74°13'53" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.19 FEET; THENCE NORTH 74°32'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 400.02 FEET; THENCE SOUTH 73°02'51" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 700.06 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 600.00 FEET; THENCE SOUTH 73°51'23" WEST. A DISTANCE 17.00 FEET: THENCE SOUTH 16°22'47" EAST. A DISTANCE 101.61 TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING; THENCE ALONG THE SAID EAST LINE NORTH 01°01'00" EAST, A DISTANCE OF 207.37 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 146.23 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 5.52 FEET; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 827.69 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID SOUTH LINE NORTH 89°50'06" WEST, A DISTANCE OF 60.42 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11307.71 FEET, A CHORD BEARING OF NORTH 19°42'35" WEST AND A CHORD DISTANCE OF 164.79 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES: THENCE FROM A TANGENT BEARING OF NORTH 20°07'38" WEST. NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°50'06", A DISTANCE OF 164.79 FEET; THENCE SOUTH 70°42'28" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11317.71 FEET, A CHORD BEARING OF NORTH 19°02'29" WEST AND A CHORD DISTANCE OF 99.04 FEET;

CONTINUED ON SHEET 2

SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				CVET		RAL FLORIDA EXPRESSWAY A						
			STATE	SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY  STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY								
				BY	DATE	201 N MAGNOLIA AVE SUITE 200 ORLANDO	DATA SOURCE: SEE GENERAL N	OTES, SHEET 7				
REVISION	BY	DATE		R. REBELLO M. SHATTO		FEORIDA, 32801, FRONE. (407) 839-4300	ECTION N/A	SHEET 1 OF 7				

PROJECT NO. 516-236 PARCEL 51-127A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

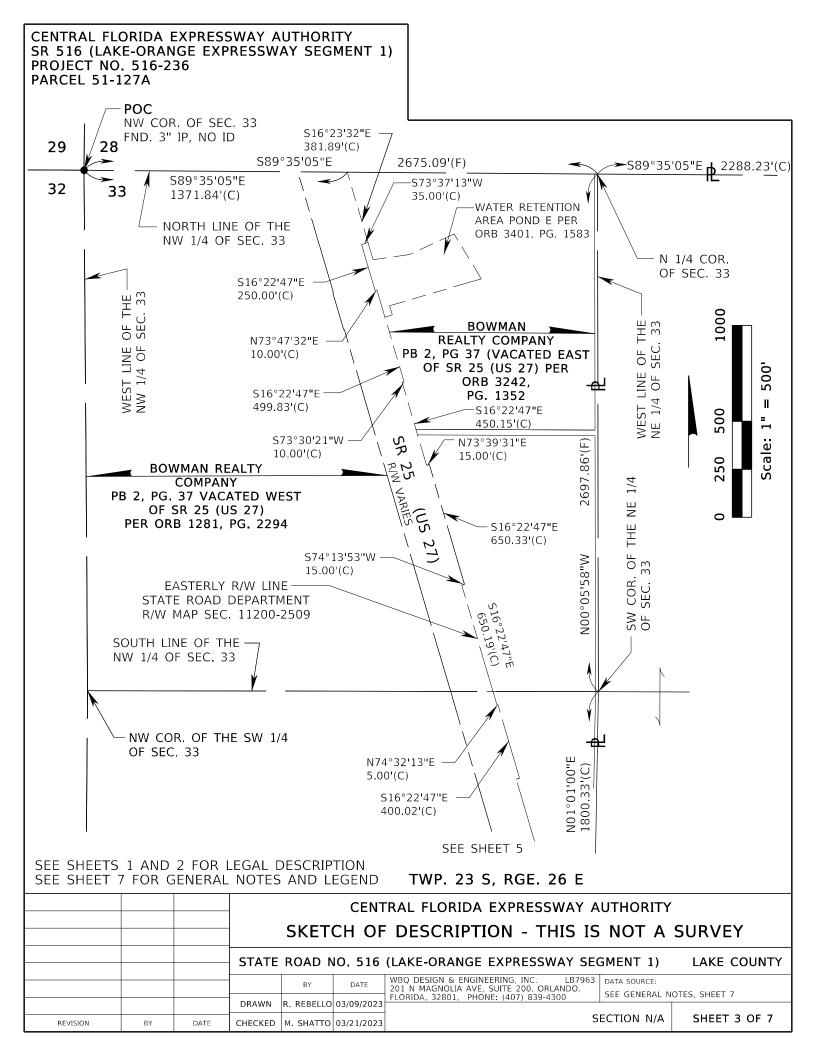
CONTINUED FROM SHEET 1

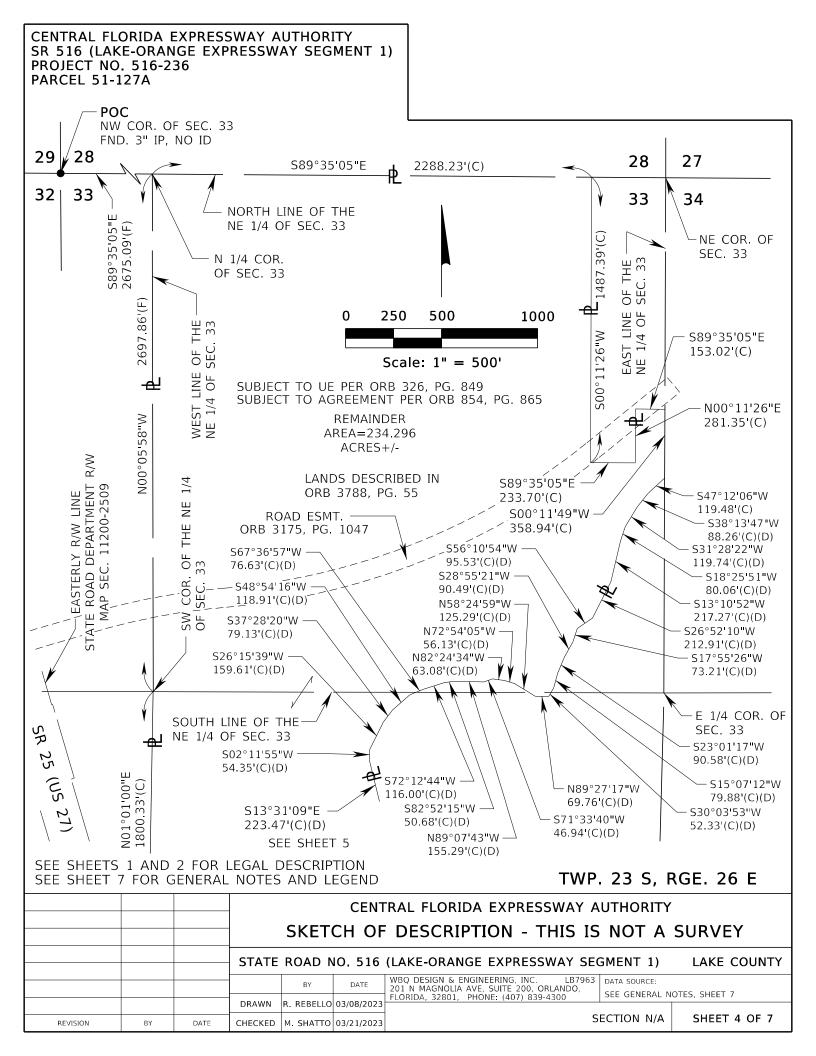
THENCE FROM A TANGENT BEARING OF NORTH 19°17'32" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'05", A DISTANCE OF 99.04 FEET; THENCE SOUTH 71°12'33" WEST, A DISTANCE OF 10.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11327.83 FEET, A CHORD BEARING OF NORTH 18°24'54" WEST AND A CHORD DISTANCE OF 148.61 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18°47'27" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'06", A DISTANCE OF 148.61 FEET; THENCE SOUTH 72°09'14" WEST, A DISTANCE OF 11.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11339.71 FEET, A CHORD BEARING OF NORTH 17°12'33" WEST AND A CHORD DISTANCE OF 328.39 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18°02'20" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°39'33", A DISTANCE OF 328.40 FEET TO THE POINT OF TANGENCY; THENCE NORTH 16°22'47" WEST, A DISTANCE OF 17.75 FEET TO THE POINT OF BEGINNING.

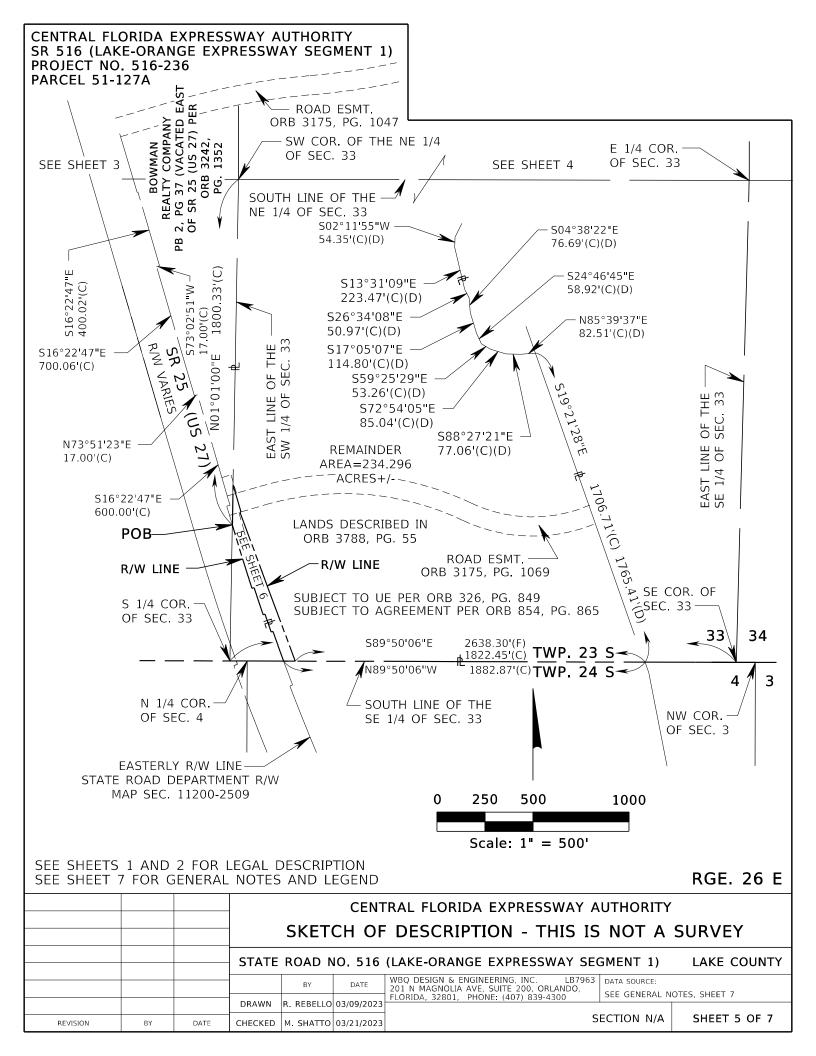
CONTAINING 1.303 ACRES, MORE OR LESS.

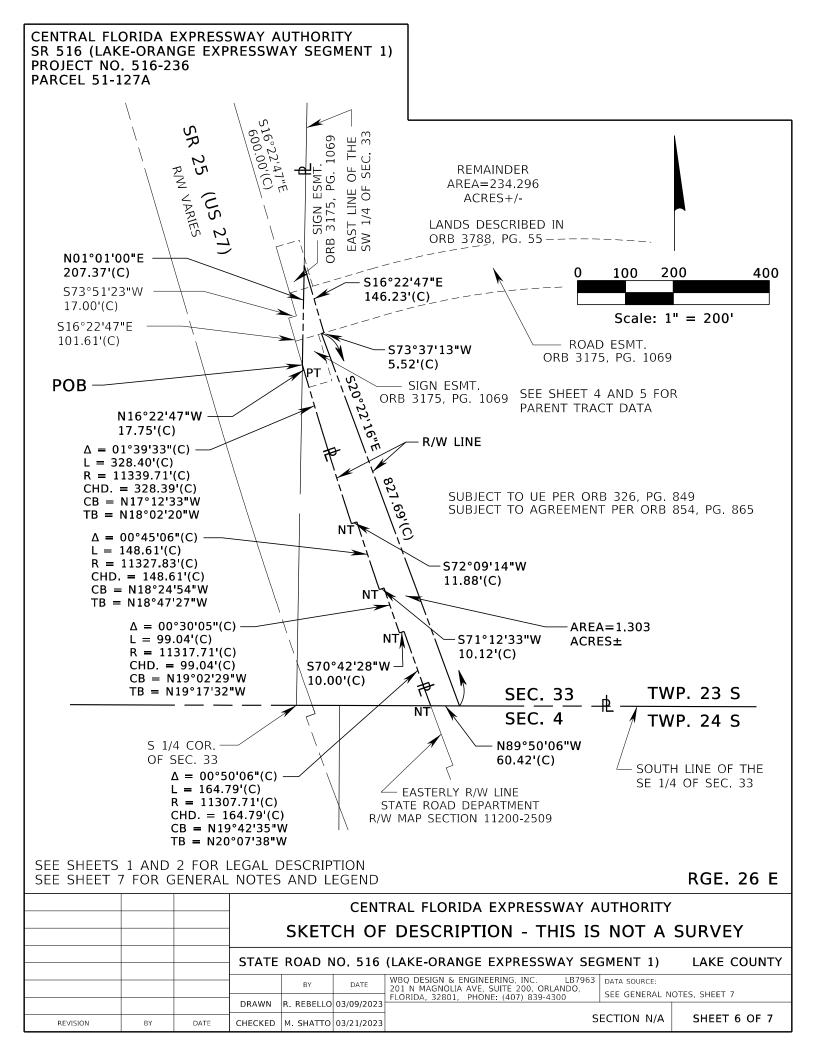
SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS					
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY							
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7			
			DRAWN	R. REBELLO	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET 7			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/21/2023	SI	ECTION N/A	SHEET 2 OF 7			









#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 00°05'58" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589768 DATED 09/15/2022 AT 8:00 A.M.

## **LEGEND**

CHD. = CHORD DISTANCE CB = CHORD BEARING FPID = FINANCIAL PROJECT IDENTIFICATION PC = POINT OF CURVATURE Ç = CENTERLINE ID = IDENTIFICATION ΡĪ = POINT OF INTERSECTION (C) = CALCULATED DATA ΙP = IRON PIPE POB = POINT OF BEGINNING CCR = CERTIFIED CORNER RECORD ΙR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT = CENTRAL FLORIDA EXPRESSWAY **IRC** = IRON ROD AND CAP = POINT OF TANGENCY PROJ. = PROJECT AUTHORITY L = LENGTH OF CURVE CO. = COUNTY ΙB = LICENSED BUSINESS R = RADIUS COR. = CORNERL/A = LIMITED ACCESS RR = RAILROAD MON. = MONUMENTATION/MONUMENT RGE. = RANGECM = CONCRETE MONUMENT CR = COUNTY ROAD NO. = NUMBERREF. = REFERENCE CSX = CHESSIE SEABOARD CONSOLIDATED N/A = NOT APPLICABLER/W = RIGHT OF WAYD = DFGRFF NI = NAII SEC. = SECTIONN&D = NAIL & DISKSELY = SOUTHEASTERLY (D) = DEED DATA NT = NON-TANGENT SR = STATE ROAD DB = DEED BOOK = DRIVE NTS = NOT TO SCALESO.FT. = SQUARE FEET DR. ESMT = EASEMENTOR = OFFICIAL RECORD Τ = TANGENT ORB = OFFICIAL RECORD BOOK = DELTA (CENTRAL ANGLE) TB = TANGENT BEARING Λ PG. = PAGE TC = TANGENT TO CURVE FND. = FOUNDPLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP (F) = FIELD FDOT = FLORIDA DEPARTMENT OF = PROPERTY LINE UE = UTILITY EASEMENT = PLAT DATA (P) TRANSPORTATION PB = PLAT BOOK

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Martin J Shatto Digitally signed by Martin J Shatto Date: 2023,05.01 14:42:27 -04'00'

DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE	SHEETS	1-2	FOR	LEGAL DESCRIPTION
SEE	SHEETS	3-6	FOR	SKETCH OF DESCRIPTION

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUN								
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	DVE				
			DRAWN	R. REBELLO	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 5 ABO	7 7 2				
REVISION	ВҮ	DATE	CHECKED	M. SHATTO	03/21/2023	S	SECTION N/A	SHEET 7 OF 7				

Stered Land Sul

PARCEL 51-127B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

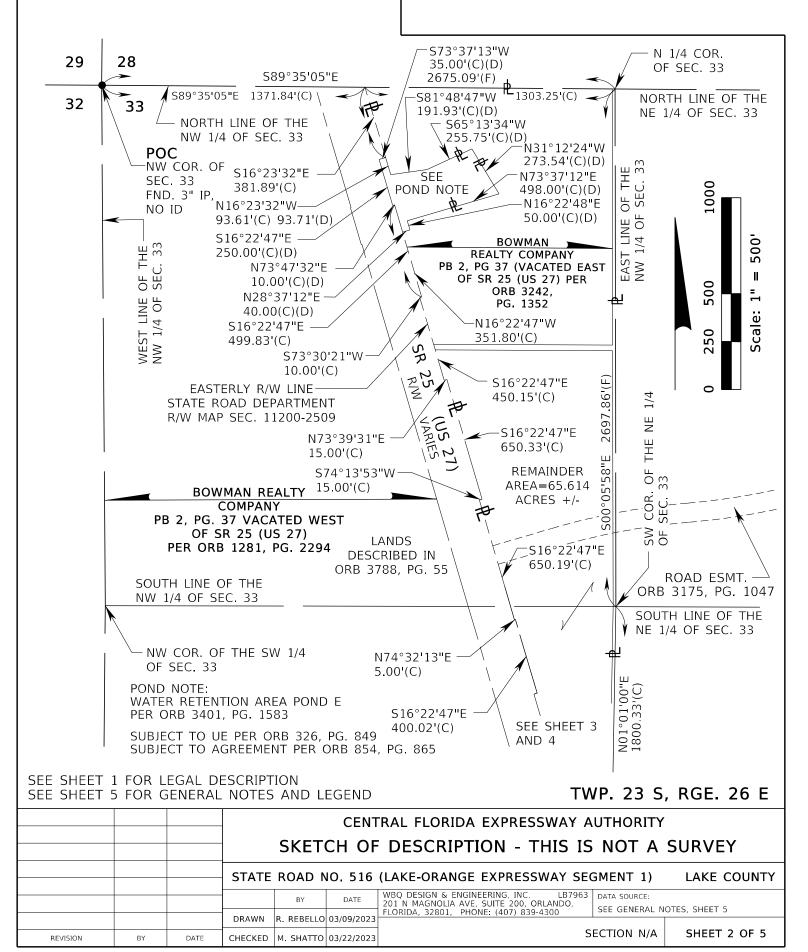
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 55 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

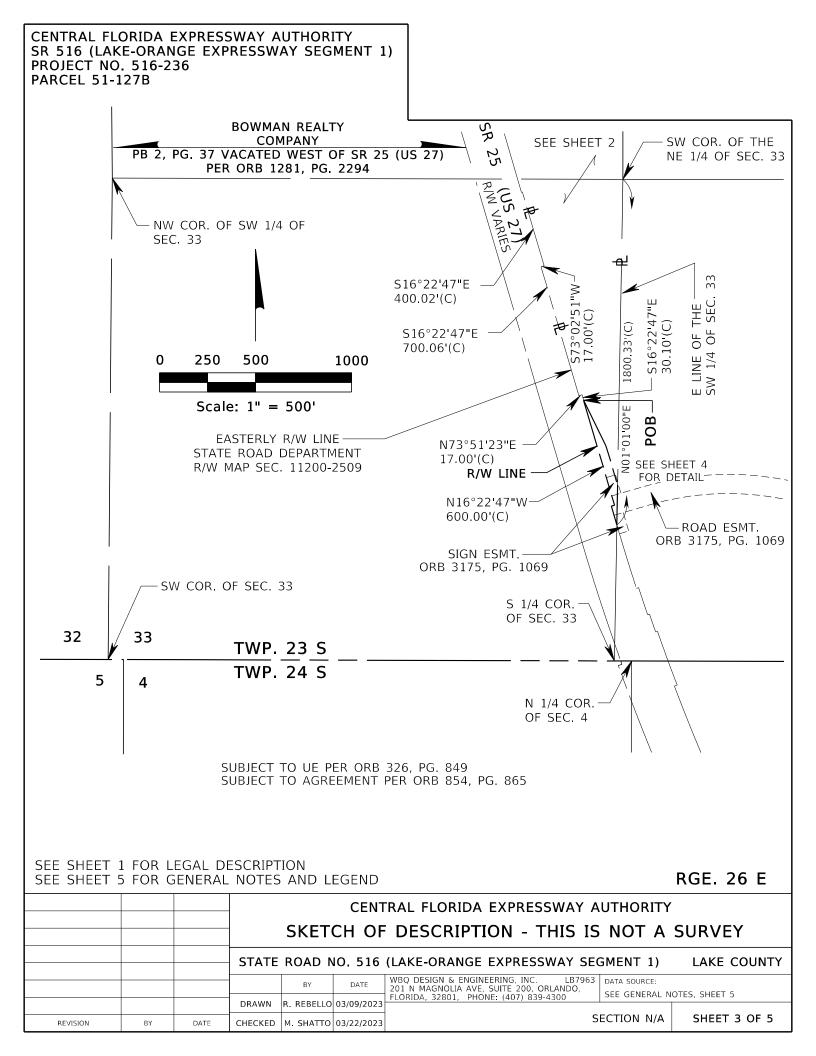
COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST. A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25. A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVENTEEN COURSES: THENCE SOUTH 16°23'32" EAST, A DISTANCE OF 381.89 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 499.83 FEET; THENCE SOUTH 73°30'21" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 450.15 FEET; THENCE NORTH 73°39'31" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.33 FEET; THENCE SOUTH 74°13'53" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.19 FEET; THENCE NORTH 74°32'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 400.02 FEET; THENCE SOUTH 73°02'51" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 700.06 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°09'47" EAST, A DISTANCE OF 264.83 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 212.58 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG SAID EAST LINE SOUTH 01°01'00" WEST, A DISTANCE OF 207.37 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: THENCE NORTH 16°22'47" WEST. A DISTANCE OF 101.61 FEET: THENCE NORTH 73°51'23" EAST. A DISTANCE OF 17.00 FEET; THENCE NORTH 16°22'47" WEST, A DISTANCE OF 569.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 19935 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUTH DESCRIPTION - THIS IS N		SURVEY
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY - SEGM	MENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	SOURCE:	OTES, SHEET 5
			DRAWN	R. REBELLO	03/09/2023		OLIVE III	51121 5
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTI	ION N/A	SHEET 1 OF 5





CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-127B** LANDS DESCRIBED IN ORB 3788, PG. 55 REMAINDER OF THE SEC. 33 AREA=65.614 ACRES +/-1800.33'(C) POB EAST LINE C SW 1/4 OF N01°01'00"E 100 200 400 Scale: 1" = 200' AREA=19935 SQ FT ± SEE SHEET 2 AND 3 FOR PARENT TRACT DATA S16°22'47"E 212.58'(C) SIGN ESMT. -ORB 3175, PG. 1069 R/W\_LINE ROAD ESMT. ORB 3175, PG. 1069 N73°51'23"E -S01°01'00"W 17.00'(C) 207.37'(C) N16°22'47"W -101.61'(C) SUBJECT TO UE PER ORB 326, PG. 849 SUBJECT TO AGREEMENT PER ORB 854, PG. 865 - EASTERLY R/W LINE STATE ROAD DEPARTMENT SIGN ESMT. R/W MAP SEC. 11200-2509 ORB 3175, PG. 1069 SEE SHEET 1 FOR LEGAL DESCRIPTION TWP. 23 S, RGE. 26 E SEE SHEET 5 FOR GENERAL NOTES AND LEGEND CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY WBQ DESIGN & ENGINEERING, INC. LB79 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300 LB7963 DATA SOURCE: SEE GENERAL NOTES, SHEET 5 DRAWN R. REBELLO 03/09/2023 SECTION N/A SHEET 4 OF 5 CHECKED M. SHATTO 03/22/2023 REVISION BY DATE

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE THE NORTH LINE OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING SOUTH 89°35'05" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589809 DATED 09/16/2022 AT 8:00 A.M.

## **LEGEND**

CHD.	=	CHORD DISTANCE				
СВ	=	CHORD BEARING	FPID	= FINANCIAL PROJECT IDENTIFICATION	PC	= POINT OF CURVATURE
	=	CENTERLINE	ID	= IDENTIFICATION	ΡΙ	= POINT OF INTERSECTION
(C)			ΙP	= IRON PIPE	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	IR	= IRON ROD OR REBAR	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	IRC	= IRON ROD AND CAP	PT	= POINT OF TANGENCY
CFX	=	CENTRAL FLORIDA EXPRESSWAY	I	= LENGTH OF CURVE	PROJ.	= PROJECT
		AUTHORITY	L			
CO.	=	COUNTY	LB	= LICENSED BUSINESS	R	= RADIUS
COR.	=	CORNER	L/A	= LIMITED ACCESS	RR	= RAILROAD
СМ	=	CONCRETE MONUMENT	MON.	= MONUMENTATION/MONUMENT	RGE.	= RANGE
CR	=	COUNTY ROAD	NO.	= NUMBER	REF.	= REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	N/A	= NOT APPLICABLE	R/W	= RIGHT OF WAY
D		DEGREE DEADOARD CONSOLIDATED	NL	= NAIL	SEC.	= SECTION
_	=		N&D	= NAIL & DISK	SELY	= SOUTHEASTERLY
(D)	=	DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	=	DEED BOOK	NTS	= NOT TO SCALE		= SQUARE FEET
DR.	=	DRIVE	OR	= OFFICIAL RECORD	ЭQ.1 Т	= TANGENT
ESMT.	. =	EASEMENT			TD	
Δ	=	DELTA (CENTRAL ANGLE)	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
FND.	=	FOUND	PG.	= PAGE	TC	= TANGENT TO CURVE
(F)	=	FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	TWP.	= TOWNSHIP
FDOT		FLORIDA DEPARTMENT OF	P	= PROPERTY LINE	UE	= UTILITY EASEMENT
	_		(P)	= PLAT DATA		
		TRANSPORTATION	РВ	= PLAT BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2023.05.01 14:43:32 -04'00' DATE: \_ 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR LEGAL DESCRIPTION



ORID NE

PROJECT NO. 516-236 PARCEL 51-128A

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 BY OCCUPATION SOUTH 00°25'37" EAST, A DISTANCE OF 1593.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°25'37" EAST, A DISTANCE OF 544.59 FEET TO A POINT ON A LINE 386.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID PARALLEL LINE NORTH 89°53'41" WEST, A DISTANCE OF 99.26 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE ALONG SAID PARALLEL LINE NORTH 89°53'41" WEST, A DISTANCE OF 1242.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET. A CHORD BEARING OF NORTH 67°47'19" EAST AND A CHORD DISTANCE OF 1368.84 FEET; THENCE FROM A TANGENT BEARING OF NORTH 65°12'40" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'16", A DISTANCE OF 1364.30 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34 AS SHOWN ON SAID GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET, A CHORD BEARING OF NORTH 70°30'58" EAST AND A CHORD DISTANCE OF 79.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'02", A DISTANCE OF 79.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 8.766 ACRES, MORE OR LESS.

SEE SHEET 4 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AUTI DESCRIPTION - THIS IS N						
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	A SOURCE:	OTES, SHEET 7				
			DRAWN	J. J PIERRE	03/09/2023		OLINEIVAL IV	OTES, SHEET 7				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SECTI	ION N/A	SHEET 1 OF 7				

PROJECT NO. 516-236 PARCEL 51-128A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 BY OCCUPATION SOUTH 00°25'37" EAST, A DISTANCE OF 1519.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°25'37" EAST, A DISTANCE OF 75.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET, A CHORD BEARING OF SOUTH 70°30'58" WEST AND A CHORD DISTANCE OF 79.58 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 70°39'59" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18'02", A DISTANCE OF 79.58 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE ALONG SAID CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15165.00 FEET, A CHORD BEARING OF SOUTH 67°47'19" WEST AND A CHORD DISTANCE OF 1363.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'16". A DISTANCE OF 1364.30 FEET TO A POINT ON A LINE 386.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG SAID PARALLEL LINE NORTH 89°53'41" WEST, A DISTANCE OF 141.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15225.00 FEET, A CHORD BEARING OF NORTH 65°21'02" EAST AND A CHORD DISTANCE OF 330.33 FEET; THENCE FROM A TANGENT BEARING OF NORTH 64°43'44" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14'35", A DISTANCE OF 330.33 FEET; THENCE NORTH 69°01'20" EAST, A DISTANCE OF 100.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15220.00 FEET, A CHORD BEARING OF NORTH 67°53'24" EAST AND A CHORD DISTANCE OF 818.87 FEET; THENCE FROM A TANGENT BEARING OF NORTH 66°20'55" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'59", A DISTANCE OF 818.97 FEET; THENCE NORTH 67°29'10" EAST, A DISTANCE OF 275.30 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST OUARTER OF SECTION 34 AS SHOWN ON SAID GOVERNMENT LAND OFFICE SURVEY NOTES: THENCE CONTINUE NORTH 67°29'10" EAST, A DISTANCE OF 77.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.014 ACRES, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				SKET		TRAL FLORIDA EXPRESSWAY A						
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7				
			DRAWN	J. J PIERRE	03/09/2023	FLORIDA, 32801, PHONE: (407) 839-4300	JLL GLINERAL IV	OTES, SHEET /				
REVISION	BY	DATE	CHECKED	M. SHATTO	03/22/2023	SE	ECTION N/A	SHEET 2 OF 7				

PROJECT NO. 516-236 PARCEL 51-128A

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

PART 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

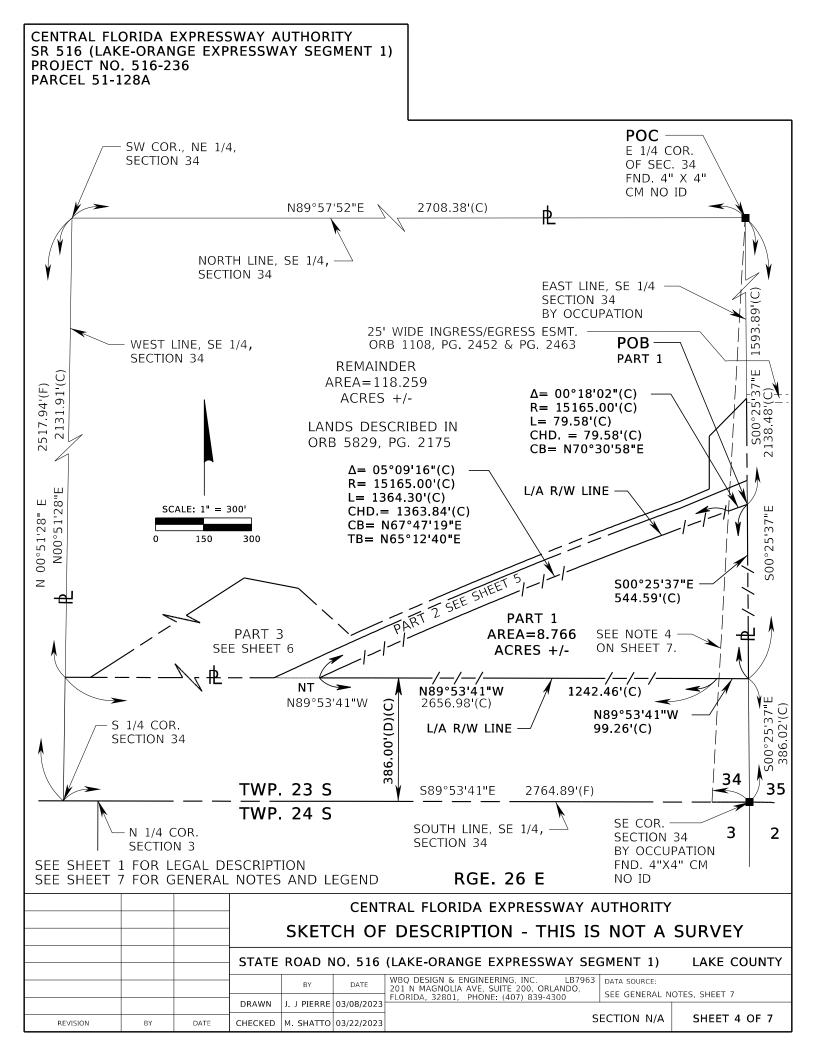
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 BY OCCUPATION SOUTH 00°25'37" EAST, A DISTANCE OF 1262.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°25'37" EAST, A DISTANCE OF 256.55 FEET; THENCE SOUTH 67°29'10" WEST, A DISTANCE OF 77.57 FEET TO THE EAST LINE OF THE SOUTHEAST OUARTER OF SAID SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES: THENCE CONTINUE SOUTH 67°29'10" WEST, A DISTANCE OF 275.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15220.00 FEET, A CHORD BEARING OF SOUTH 67°53'24" WEST AND A CHORD DISTANCE OF 818.87 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 69°25' 54" WEST, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'59", A DISTANCE OF 818.97 FEET; THENCE SOUTH 69°01'20" WEST, A DISTANCE OF 100.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15225.00 FEET, A CHORD BEARING OF SOUTH 65°21'02" WEST AND A CHORD DISTANCE OF 330.33 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 65°58' 20" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14' 35", A DISTANCE OF 330.33 FEET TO A POINT ON A LINE 386.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST OUARTER OF SAID SECTION 34: THENCE ALONG SAID PARALLEL LINE NORTH 89°53' 41" WEST, A DISTANCE OF 682.36 FEET; THENCE NORTH 62°09'27" EAST, A DISTANCE OF 665.95 FEET; THENCE SOUTH 79°03'04" EAST, A DISTANCE OF 172.19 FEET; THENCE SOUTH 47°56'13" EAST, A DISTANCE OF 219.99 TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15245.00 FEET, A CHORD BEARING OF NORTH 65°51'45" EAST AND A CHORD DISTANCE OF 58.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 65°45'11" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'09", A DISTANCE OF 58.31 FEET; THENCE NORTH 69°00'22" EAST, A DISTANCE OF 100.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15240.00 FEET, A CHORD BEARING OF NORTH 67°53'25" EAST AND A CHORD DISTANCE OF 819.14 FEET; THENCE FROM A TANGENT BEARING OF NORTH 66°21'01" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'48", A DISTANCE OF 819.23 FEET; THENCE NORTH 67°29' 10" EAST, A DISTANCE OF 232.54 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 165.69 FEET; THENCE NORTH 44°34'45" EAST, A DISTANCE OF 79.20 FEET TO THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST OUARTER OF SECTION 34 AS SHOWN ON SAID GOVERNMENT LAND OFFICE SURVEY NOTES; THENCE CONTINUE NORTH 44°34'45" EAST, A DISTANCE OF 86.91 FEET TO THE POINT OF BEGINNING.

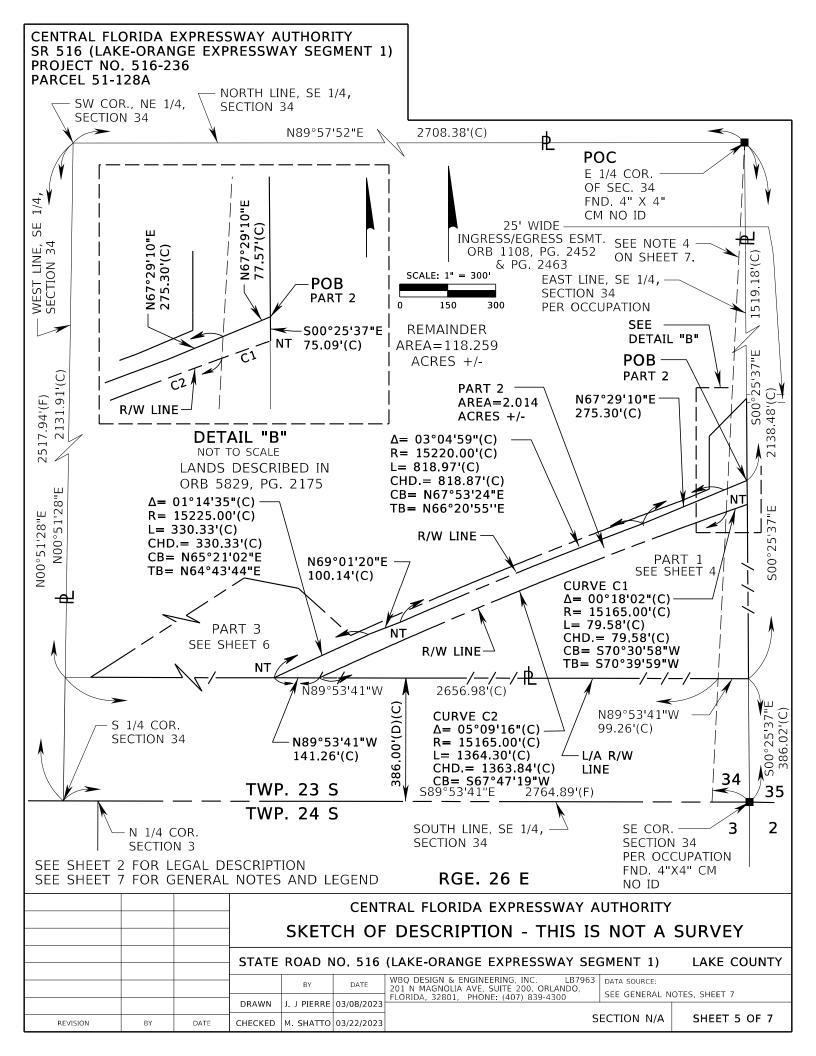
CONTAINING 4.882 ACRES, MORE OR LESS.

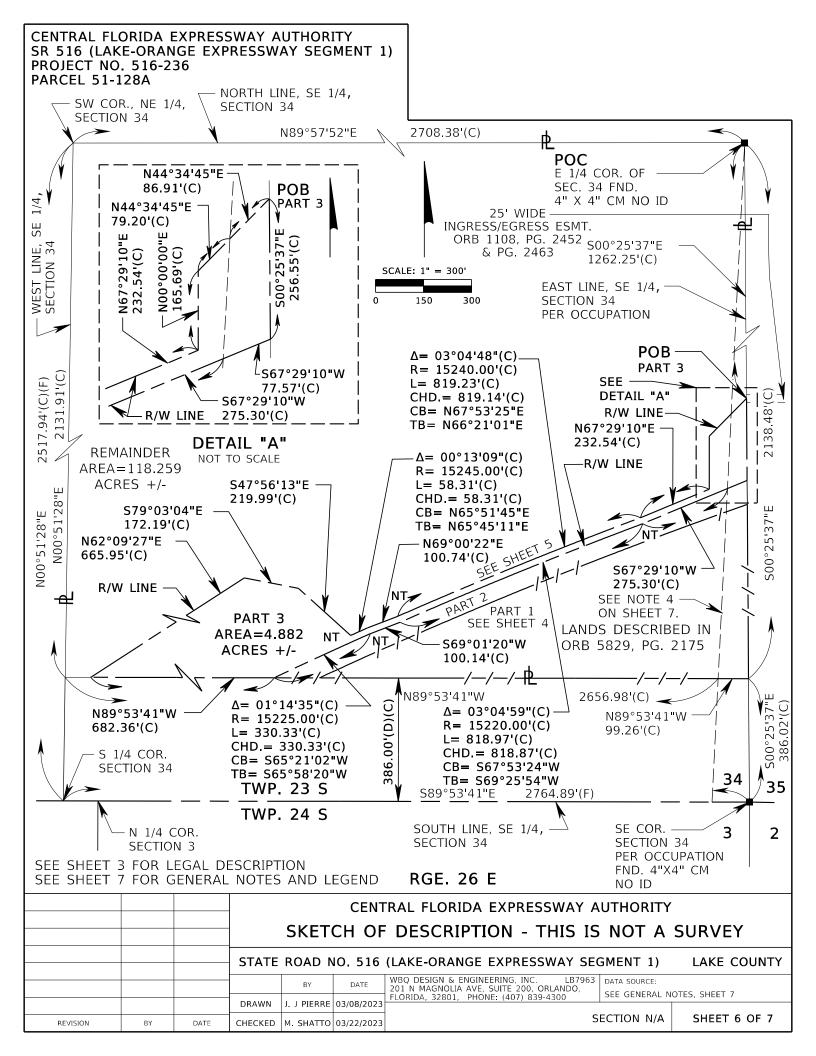
CONTAINING IN THE AGGREGATE 15.662 ACRES, MORE OR LESS.

SEE SHEET 6 FOR SKETCH OF DESCRIPTION SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY AU DESCRIPTION - THIS IS						
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 7				
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET /				
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/22/2023 SECTION N/A SHEET 3 OF 7								







#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST BY OCCUPATION, BEING SOUTH 00°25'37" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5590163 DATED 09/20/2022 AT 8:00 A.M.
- 4. EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34 AS SHOWN ON GOVERNMENT LAND OFFICE SURVEY NOTES.

LEGEND	FPID = FINANCIAL PROJECT IDENTIFICATION	ON PC = POINT OF CURVATURE
LEGEND  CHD. = CHORD DISTANCE  CB = CHORD BEARING  Q = CENTERLINE  (C) = CALCULATED DATA  CCR = CERTIFIED CORNER RECORD  CFX = CENTRAL FLORIDA EXPRESSWAY  AUTHORITY  CO. = COUNTY  COR. = CORNER  CM = CONCRETE MONUMENT	FPID = FINANCIAL PROJECT IDENTIFICATION ID = IDENTIFICATION IP = IRON PIPE IR = IRON ROD OR REBAR IRC = IRON ROD AND CAP L = LENGTH OF CURVE LB = LICENSED BUSINESS L/A = LIMITED ACCESS MON. = MONUMENTATION/MONUMENT NO. = NUMBER N/A = NOT APPLICABLE	PI = POINT OF INTERSECTION POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PT = POINT OF TANGENCY PROJ. = PROJECT R = RADIUS RR = RAILROAD RGE. = RANGE REF. = REFERENCE R/W = RIGHT OF WAY
	NL = NAIL N&D = NAIL & DISK NT = NON-TANGENT NTS = NOT TO SCALE OR = OFFICIAL RECORD ORB = OFFICIAL RECORD BOOK PG. = PAGE PLS = PROFESSIONAL LAND SURVEYOR PL = PROPERTY LINE	R/W = RIGHT OF WAY SEC. = SECTION SELY = SOUTHEASTERLY SR = STATE ROAD SQ.FT. = SQUARE FEET T = TANGENT TB = TANGENT BEARING TC = TANGENT TO CURVE TWP. = TOWNSHIP UE = UTILITY EASEMENT
(F) = FIELD DATA  FDOT = FLORIDA DEPARTMENT OF  TRANSPORTATION	(P) = PLAT DATA PB = PLAT BOOK	munn,

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Martin J Shatto Shatto Shatto

Digitally signed by Martin J

Date: 2023.05.01 14:44:45 - 04'00' DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEETS 1-3 FOR LEGAL DESCRIPTIONS

SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTIONS

				CENTRAL FLORIDA EXPRESSWAY AUTHORITY SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY								
			STATE	STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUN								
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	OVE				
			DRAWN	J. J PIERRE	03/08/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE NOTE 3 ABO	JVL				
REVISION	BY	DATE	CHECKED	CHECKED M. SHATTO 03/22/2023 SECTION N/A SHEET 7 OF 7								

stered Land Sul

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

PROJECT NO. 516-236 PARCEL 51-128B

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 

#### LEGAL DESCRIPTION

#### PART 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA: THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35. SOUTH 89°36'59" EAST, A DISTANCE OF 1286.86 FEET TO THE WEST RIGHT OF WAY LINE OF COOK ROAD PER DEED BOOK 357, PAGE 10 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'54" EAST, A DISTANCE OF 1238.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'54" EAST, A DISTANCE OF 25.61 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SOUTH LINE NORTH 89°32'24" WEST, A DISTANCE OF 197.24 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11165.00 FEET, A CHORD BEARING OF NORTH 76°31'55" EAST AND A CHORD DISTANCE OF 69.70 FEET; THENCE FROM A TANGENT BEARING OF NORTH 76°21'11" EAST NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'28", A DISTANCE OF 69.70; THENCE NORTH 58°42'27" EAST, A DISTANCE OF 91.61 FEET; THENCE NORTH 84°23'13" EAST, A DISTANCE OF 44.85 FEET; THENCE SOUTH 00°31'17" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.50 FEET, A CHORD BEARING OF SOUTH 17°41'25" EAST AND A CHORD DISTANCE OF 20.14 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 23°26'23" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°29'55", A DISTANCE OF 20.17 TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7016 SQUARE FEET, MORE OR LESS.

SEE SHEET 4 FOR SKETCH OF DESCRIPTION SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
			-	BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL N	OTES SHEET 8
			DRAWN	J. J PIERRE	04/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300		
REVISION	BY	DATE	CHECKED	M. SHATTO	04/30/2023	S	ECTION N/A	SHEET 1 OF 8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

PROJECT NO. 516-236 PARCEL 51-128B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

#### PART 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH 89°36'59" EAST. A DISTANCE OF 1286.86 FEET TO THE WEST RIGHT OF WAY LINE OF COOK ROAD PER DEED BOOK 357. PAGE 10 OF SAID PUBLIC RECORDS: THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'54" EAST, A DISTANCE OF 801.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'54" EAST, A DISTANCE OF 436.36 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.50 FEET, A CHORD BEARING OF NORTH 17°41'25" WEST AND A CHORD DISTANCE OF 20.14 FEET; THENCE FROM A TANGENT BEARING OF NORTH 11°56'28" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°29'55", A DISTANCE OF 20.17 FEET; THENCE NORTH 00°31'17" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 84°23'13" WEST, A DISTANCE OF 44.85 FEET; THENCE SOUTH 58°42'27" WEST, A DISTANCE OF 91.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11165.00 FEET, A CHORD BEARING OF SOUTH 76°31'55" WEST AND A CHORD DISTANCE OF 69.70 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 76°42'39" WEST. WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'28", A DISTANCE OF 69.70 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SOUTH LINE NORTH 89°32'24" WEST, A DISTANCE OF 217.52 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11220.00 FEET, A CHORD BEARING OF NORTH 75°42'46" EAST AND A CHORD DISTANCE OF 171.18 FEET; THENCE FROM A TANGENT BEARING OF NORTH 75°16'32" EAST, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°52'27", A DISTANCE OF 171.18 FEET; THENCE NORTH 55°41'10" EAST, A DISTANCE OF 248.10 FEET; THENCE NORTH 08°22'46" EAST A DISTANCE OF 279.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.780 ACRES, MORE OR LESS.

SEE SHEET 5 FOR SKETCH OF DESCRIPTION SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY - S	EGMENT 1)	LAKE COUNTY
				BY	DATE	201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 8
			DRAWN	J. J PIERRE	04/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE GENERAL IV	OTES, SHEET O
REVISION	BY	DATE	CHECKED	M. SHATTO	04/30/2023	S	ECTION N/A	SHEET 2 OF 8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)

PROJECT NO. 516-236 PARCEL 51-128B

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION

#### PART 3

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5829, PAGE 2175, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

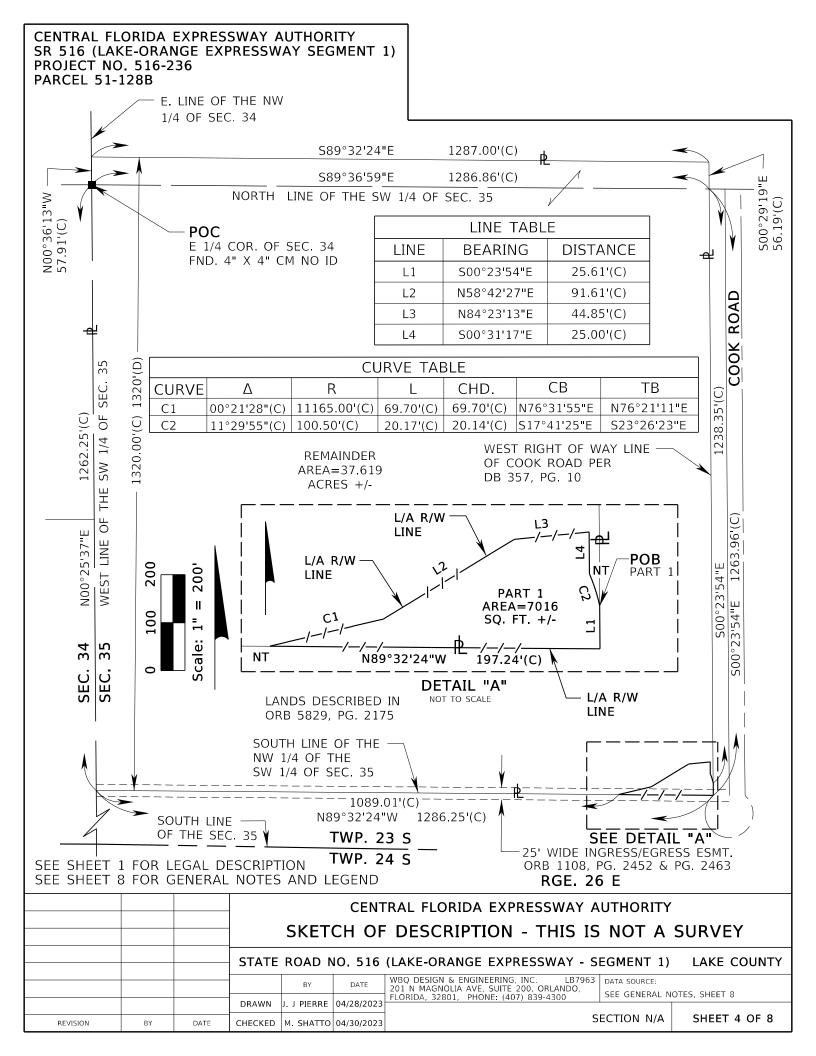
COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 SOUTH 89°36'59" EAST. A DISTANCE OF 1286.86 FEET TO THE WEST RIGHT OF WAY LINE OF COOK ROAD PER DEED BOOK 357, PAGE 10 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'54" EAST, A DISTANCE OF 778.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°23'54" EAST, A DISTANCE OF 23.71 FEET; THENCE SOUTH 08°22'46" WEST, A DISTANCE OF 279.51 FEET; THENCE SOUTH 55°41'10" WEST, A DISTANCE OF 248.10 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11220.00 FEET, A CHORD BEARING OF SOUTH 75°42'46" WEST AND A CHORD DISTANCE OF 171.18 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 76°08'59" WEST WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°52'27", A DISTANCE OF 171.18 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SOUTH LINE NORTH 89°32'24" WEST, A DISTANCE OF 75.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 11240.00 FEET, A CHORD BEARING OF NORTH 75°31'05" EAST AND A CHORD DISTANCE OF 240.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 74°54'16" EAST EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'37", A DISTANCE OF 240.69 FEET; THENCE NORTH 55°41'10" EAST, A DISTANCE OF 145.47 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 32°01'58" EAST AND A CHORD DISTANCE OF 140.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'24", A DISTANCE OF 144.49 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°22'46" EAST, A DISTANCE OF 222.68 FEET; THENCE NORTH 89°36'06" EAST, A DISTANCE OF 26.69 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF COOK ROAD AND THE POINT OF BEGINNING.

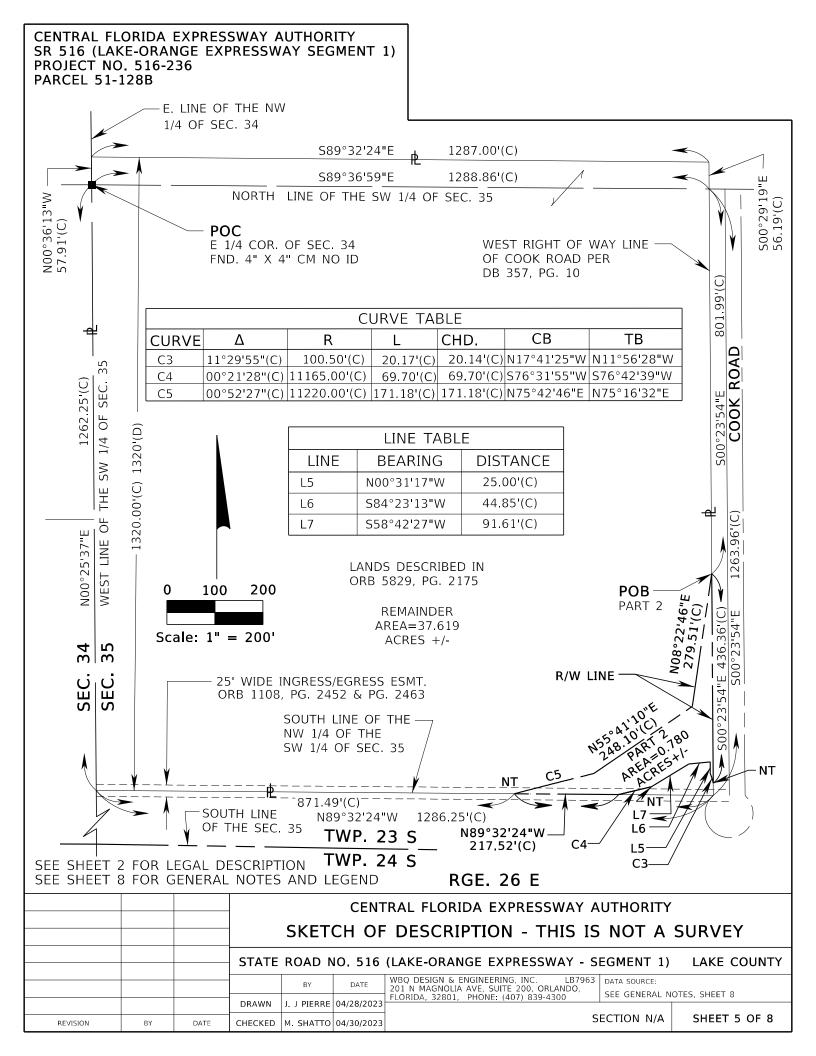
CONTAINING 18594 SQUARE FEET, MORE OR LESS.

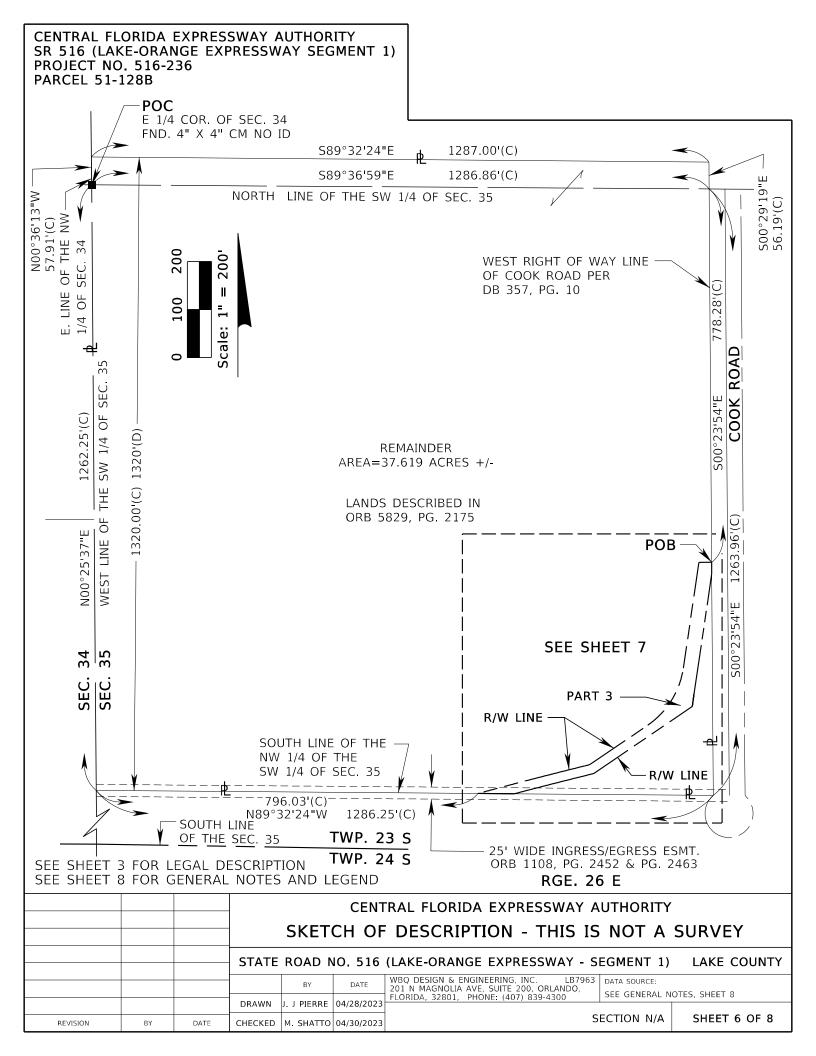
CONTAINING IN THE AGGREGATE 1.368 ACRES, MORE OR LESS.

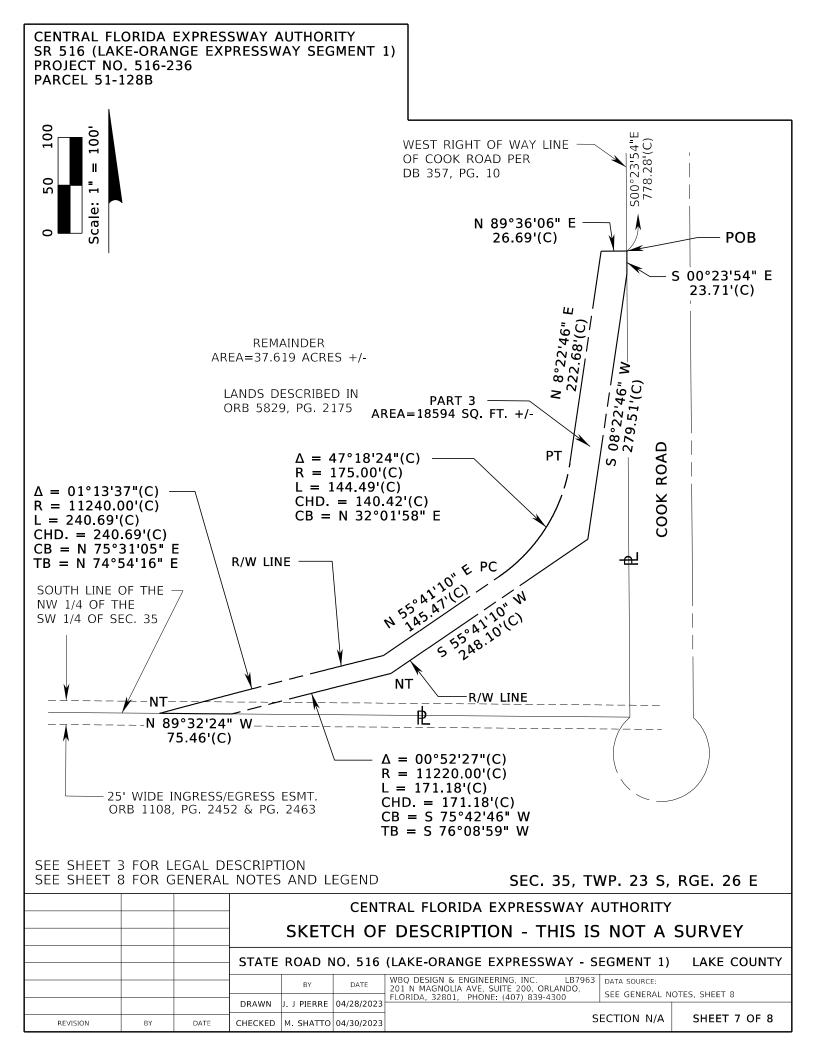
SEE SHEETS 6 & 7 FOR SKETCH OF DESCRIPTION SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

				SKET		RAL FLORIDA EXPRESSWAY A DESCRIPTION - THIS IS		
			STATE			(LAKE-ORANGE EXPRESSWAY - S		
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE GENERAL N	OTES SHEET 8
			DRAWN	J. J PIERRE	04/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	SEE SENERAL IV	OTES, SHEET S
REVISION	BY	DATE	CHECKED	M. SHATTO	04/30/2023	S	ECTION N/A	SHEET 3 OF 8









CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) PROJECT NO. 516-236 **PARCEL 51-128B** 

#### **GENERAL NOTES**

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 89°32'24" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT,
- 3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5590225 DATED SEPTEMBER 20, 2022 AT 8:00 A.M.

#### LEGEND

CHD. = CHORD DISTANCE FPID = FINANCIAL PROJECT IDENTIFICATION PC = POINT OF CURVATURE CB = CHORD BEARING ID = IDENTIFICATION = POINT OF INTERSECTION = CENTERLINE ΙP = IRON PIPE POB = POINT OF BEGINNING (C) = CALCULATED DATAΙR = IRON ROD OR REBAR POC = POINT OF COMMENCEMENT CCR = CERTIFIED CORNER RECORD IRC = IRON ROD AND CAP = POINT OF TANGENCY CFX = CENTRAL FLORIDA EXPRESSWAY PROJ. = PROJECT L = LENGTH OF CURVE **AUTHORITY** ΙB = LICENSED BUSINESS R = RADIUS CO. = COUNTYL/A = LIMITED ACCESS = RAILROAD CM = CONCRETE MONUMENT MON. = MONUMENTATION/MONUMENT RGE. = RANGECOR. = CORNER NO. = NUMBERREF. = REFERENCE CR = COUNTY ROADN/A = NOT APPLICABLER/W = RIGHT OF WAYCSX = CHESSIE SEABOARD CONSOLIDATED NI = NAII SEC. = SECTION= DEGREE SELY = SOUTHEASTERLY N&D = NAIL & DISK= DEED DATA NT = NON-TANGENT SR = STATE ROAD = DEED BOOK DB NTS = NOT TO SCALESO.FT. = SQUARE FEET DR. = DRIVEOR = OFFICIAL RECORD Т = TANGENT = DELTA (CENTRAL ANGLE) ORB = OFFICIAL RECORD BOOK TB = TANGENT BEARING FND. = FOUNDPG. = PAGE TC = TANGENT TO CURVE ELY = EASTERLYPLS = PROFESSIONAL LAND SURVEYOR TWP. = TOWNSHIP (F) = FIELD= PROPERTY LINE UE = UTILITY EASEMENT FDOT = FLORIDA DEPARTMENT OF = PLAT DATA (P) **TRANSPORTATION** 

= PLAT BOOK

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PB

### Martin J Shatto Shatto

Digitally signed by Martin J

Date: 2023.05.01 13:00:53 -04'00' DATE: 05/01/2023

MARTIN J. SHATTO, PSM

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219

NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEETS 1 THRU 3 FOR LEGAL DESCRIPTIONS SEE SHEETS 4 THRU 7 FOR SKETCH OF DESCRIPTIONS

				SKET		TRAL FLORIDA EXPRESSWAY A  DESCRIPTION - THIS IS		
			STATE	ROAD N	NO. 516	(LAKE-ORANGE EXPRESSWAY SEC	GMENT 1)	LAKE COUNTY
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE, SUITE 200, ORLANDO,	DATA SOURCE: SEE NOTE 3 ABO	)VF
			DRAWN	J. J. PIERRE	04/28/2023	FLORIDA, 32801, PHONE: (407) 839-4300	322 11012 3 7130	742
REVISION	ВУ	DATE	CHECKED	M. SHATTO	04/30/2023	S	ECTION N/A	SHEET 8 OF 8

red Land S

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A:

That part of the South 386 feet of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, and the North 1/2 of the Northeast 1/4 of Section 3, Township 24 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1646 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, Lake County, Florida; thence run thence North 00°25'37" West along the East line of said Southeast 1/4 a distance of 386.02 feet to a point on the North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence departing said East line run North 89°53'41" West along said North line a distance of 458.79 feet for a POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave Southeasterly, having a radius of 14815.00 feet, a chord bearing of South 64°53'33" West and a chord distance of 1766.32 feet; thence departing from said North line from a tangent bearing of South 68°18'36" West, run Southwesterly along the arc of said curve through a central angle of 06°50'07" a distance of 1767.37 feet to the point of tangency; thence South 61°28' 30" West a distance of 189.66 feet; thence South 84°47'01" West a distance of 182.39 feet; thence South 61°28'30" West a distance of 284.33 feet to a point on the West line of the Northeast 1/4 of Section 3, Township 24 South, Range 26 East, Lake County, Florida; thence North 00°14'58" East along said West line a distance of 251.94 feet; thence departing said West line run North 61°28'30" East a distance of 433.49 feet; thence North 31°28'30" East a distance of 113.99 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 63°21'57" East and a chord distance of 976.75 feet; thence from a tangent bearing of North 61°31'13" East, run Northeasterly along the arc of said curve through a central angle of 03°41'27" a distance of 976.91 feet to a point on the aforesaid North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence South 89°53'41" East along said North line a distance of 882.93 feet to the POINT OF BEGINNING.

Containing 14.452 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

#### NOTES:

- 1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF NORTH 00°25'37" WEST.
- 3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MAY 9, 2023.
- 4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 5, ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY. FILE NO. 2037-5087788, EFFECTIVE DATE JANUARY 19, 2021, UPDATED MARCH 10, 2023.
- 7. THIS SKETCH IS NOT A SURVEY.

#### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17. FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON

> THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

CHRISTOPHER J. LEFTAKIS, PROFESSIONAL SURVEYOR & MAPPER No. 6556

SEE SHEETS 10-14	FOR SKET	CH OF DES	CRIPTION
DATE	MARCH 1	6, 2023	
DRAWN BY	P. MCAI	VALLY	GEODATA CONSULTANTS, INC
CHECKED BY	J. CAMI	PBELL	SURVEYING & MAPPING
GEODATA PROJECT NO.	B40-	01	
			1349 S INTERNATIONAL PKWY SUITE 2401
TITLE UPDATE, SHEET NUMBERS, ADDED 51-830	JJC	03/30/2023	LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS
DEVICION	BY	DATE	LICENSE NO. 6556

#### SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA **EXPRESSWAY AUTHORITY** LAKE COUNTY. FLORIDA

**PARCEL** 51-130/730/830

SCALE: N/A

SHEET 1 OF 14

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE LEGAL DESCRIPTION:

PART B:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 544.24 feet for a POINT OF BEGINNING; thence continue North 00°25'37" West along said West line a distance of 386.38 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 70°51'05" East and a chord distance of 97.88 feet; thence departing said West line from a tangent bearing of North 70°39'59" East, run Northeasterly along the arc of said curve through a central angle of 00°22'11" a distance of 97.88 feet to the point of compound curvature of a curve concave Southeasterly and having a radius of 11165.00 feet, a chord bearing of North 73°41'41" East and a chord distance of 1035.69 feet; thence run Northeasterly along the arc of said curve through a central angle of 05°19'00" a distance of 1036.06 feet to a point on the North line of the South 1/4 of said Section 35; thence South 89°32'24" East a distance of 197.27 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida and the beginning of a non-tangent curve concave Easterly, having a radius of 50.00 feet, a chord bearing of South 02°00'22" East and a chord distance of 77.89 feet; thence departing said North line from a tangent bearing of South 49°09'16" West, run Southerly along the arc of said curve and along said existing Right of Way line through a central angle of 102°19'17" a distance of 89.29 feet; thence departing said curve and said existing Right of Way line run South 00°31'17" East a distance of 172.84 feet to the point of curvature of a curve concave to the Westerly and having a radius of 100.50 feet, a chord bearing of South 10°56'16" West and a chord distance of 39.93 feet; thence run Southerly along the arc of said curve through a central angle of 22°55'05" a distance of 40.20 feet to the end of said curve; thence departing said curve run South 19°00'44" West a distance of 22.00 feet; thence North 70°59'16" West a distance of 31.92 feet to the beginning of a non-tangent curve concave to the Southerly, having a radius of 10835.00 feet, a chord bearing of South 75°59'33" West and a chord distance of 298.36 feet; thence from a tangent bearing of South 76°46'53" West, run Westerly along the arc of said curve through a central angle of 01°34'40" a distance of 298.37 feet to the end of said curve; thence departing said curve run South 70°36'14" West a distance of 884.07 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 14800.00 feet, a chord bearing of South 70°25'19" West and a chord distance of 124.04 feet; thence from a tangent bearing of South 70°39'43" West, run Southwesterly along the arc of said curve through a central angle of 00°28'49" a distance of 124.04 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 35 and the POINT OF BEGINNING.

Containing 10.591 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

ł	6, 2023	MARCH 1	DATE
	NALLY	P. MCA1	DRAWN BY
	BELL	J. CAME	CHECKED BY
	01	B40-	GEODATA PROJECT NO.
1			
VO			
VOI	03/30/2023	IIC	SHEET NUMBERS



1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 DICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-130/730/830

SCALE: N/A

SHEET 2 OF 14

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE LEGAL DESCRIPTION:

#### PART C:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet for a POINT OF BEGINNING; thence departing said North line run South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said existing Right of Way line run South 00°31'17" East a distance of 177.60 feet; thence North 64°09'36" East a distance of 44.49 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10895.17 feet, a chord bearing of North 80°06'10" East and a chord distance of 896.99 feet; thence from a tangent bearing of North 77°44'37" East, run Easterly along the arc of said curve through a central angle of 04°43'06" a distance of 897.24 feet to the end of said curve; thence departing said curve run North 85°27'31" East a distance of 50.01 feet; thence North 82°51'22" East a distance of 50.00 feet; thence North 80°15'13" East a distance of 50.01 feet to the beginning of a non-tangent curve concave to the Southerly, having a radius of 10895.17 feet, a chord bearing of North 83°40'45" East and a chord distance of 163.15 feet; thence from a tangent bearing of North 83°15'01" East, run Easterly along the arc of said curve through a central angle of 00°51'29" a distance of 163.15 feet to a point on the aforesaid North line of the South 1/4 of said Section 35; thence North 89°32'24" West along said North line a distance of 1236.63 feet to the POINT OF BEGINNING.

Containing 2.640 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

DATE	MARCH 1	6, 2023	
DRAWN BY	P. MCA1	NALLY	1
CHECKED BY	J. CAME	BELL	É
GEODATA PROJECT NO.	B40-	01	
SHEET NUMBERS	JJC	03/30/2023	

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556 SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY. FLORIDA

PARCEL 51-130/730/830

SCALE: N/A

SHEET 3 OF 14

PARCEL NO. 51-130 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART D:

That part of the South 386 feet of the Southeast 1/4 Section 34, Township 23 South, Range 26 East, and the North 1/2 of the Northeast 1/4 of Section 3, Township 24 South Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1646 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, Lake County, Florida; thence run thence North 00°25'37" West along the East line of said Southeast 1/4 a distance of 386.02 feet to a point on the North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence departing said East line run North 89°53'41" West along said North line a distance of 1341.71 feet for a POINT OF BEGINNING; thence continue North 89°53'41" West along said North line a distance of 141.26 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15225.00 feet, a chord bearing of South 62°43'59" West and a chord distance of 1060.53 feet; thence departing said North line from a tangent bearing of South 64°43'44" West, run Southwesterly along the arc of said curve through a central angle of 03°59'31" a distance of 1060.75 feet to the end of said curve; thence departing said curve run South 39°16'29" West a distance of 179.27 feet; thence South 61°28'30" West a distance of 131.82 feet to a point on the West line of Northeast 1/4 of Section 3, Township 24 South, Range 26 East; thence South 00°14'58" West along said West line a distance of 54.76 feet; thence departing said West line run North 61°28'30" East a distance of 433.49 feet; thence North 31°28'30" East a distance of 113.99 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 63°21'57" East and a chord distance of 976.75 feet; thence from a tangent bearing of North 61°31'13" East, run Northeasterly along the arc of said curve through a central angle of 03°41'27" a distance of 976.91 feet to the POINT OF BEGINNING.

Containing 2.224 acres, more or less.

#### PART E:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 930.62 feet for a POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave Southeasterly, having a radius of 15165.00 feet, a chord bearing of North 70°51'05" East and a chord distance of 97.88 feet; thence departing said West line from a tangent bearing of North 70°39'59" East, run Northeasterly along the arc of said curve through a central angle of 00°22'11" a distance of 97.88 feet to the point of compound curvature of a curve concave Southeasterly and having a radius of 11165.00 feet, a chord bearing of North 73°41'41" East and a chord distance of 1035.69 feet; thence run Northeasterly along the arc of said curve through a central angle of 05°19'00" a distance of 1036.06 feet to a point on the North line of the South 1/4 of said Section 35; thence run North 89°32'24" West along said North line a distance of 217.52 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 11220.00 feet, a chord bearing of South 73°58'20" West and a chord distance of 510.49 feet; thence departing said North line from a tangent bearing of South 75°16'32" West, run Southwesterly along the arc of said curve through a central angle of 02°36'25" a distance of 510.53 feet to the end of said curve; thence departing said curve run North 61°18'51" West a distance of 6.95 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 11225.00 feet, a chord bearing of South 71°20'24" West and a chord distance of 314.97 feet; thence from a tangent bearing of South 72°38'38" West run Southwesterly along the arc of said curve through a central angle of 01°36'28" a distance of 314.98 to the point of compound curvature of a curve concave Southeasterly having a radius of 15225.00 feet, a chord bearing of South 70°53'24" West and a chord distance of 77.72 feet; thence run Southwesterly along the arc of said curve through a central angle of 00°17'33" a distance of 77.72 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 35; thence South 00°25'37" East along said West line a distance of 63.41 feet to the POINT OF BEGINNING.

INC.

Containing 1.334 acres, more or less.

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

DATE	MARCH 1	6, 2023		
DRAWN BY	P. MCANALLY			GEODATA CONSULTANTS, IN
CHECKED BY	J. CAMPBELL			SURVEYING & MAPPING
GEODATA PROJECT NO.	B40-	01		
			1	349 S INTERNATIONAL PKWY
				SUITE 2401
			4	SUITE 2401 LAKE MARY, FLORIDA 32746
				LAKE MARY, FLORIDA 32746
SHEET NUMBERS	JJC	03/30/2023	VOICE:	

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA **EXPRESSWAY AUTHORITY** LAKE COUNTY, FLORIDA

**PARCEL** 51-130/730/830

SCALE: N/A

SHEET 4 OF 14

PARCEL NO. 51-130 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART F:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet; thence departing said North line run South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said Existing Right of Way line run South 00°31'17" East a distance of 177.60 feet for a POINT OF BEGINNING; thence North 64°09'36" East a distance of 44.49 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10895.17 feet, a chord bearing of North 80°06'10" East and a chord distance of 896.99 feet; thence from a tangent bearing of North 77°44'37" East, run Easterly along the arc of said curve through a central angle of 04°43'06" a distance of 897.24 feet to the end of said curve; thence departing said curve run North 85°27'31" East a distance of 50.01 feet; thence North 82°51'22" East a distance of 50.00 feet; thence North 80°15'13" East a distance of 50.01 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10895.17 feet, a chord bearing of North 83°40'45" East and a chord distance of 163.15 feet; thence from a tangent bearing of North 83°15'01" East, run Easterly along the arc of said curve through a central angle of 00°51'29" a distance of 163.15 feet to a point on the aforesaid North line of the South 1/4 of said Section 35; thence departing said curve run South 89°32'24" East along said North line a distance of 33.62 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 35; thence run South 89°07'15" East and continue along said North line a distance of 2638.68 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 35; thence run South 00°16'58" East along the East line of the Southeast 1/4 of said Section 35 a distance of 190.04 feet to a point lying 190.00 feet as measured perpendicularly to said North line; thence departing said East line un North 89°07'15" West parallel with said North line a distance of 2638.38 feet to a point on the East line of the Southwest 1/4 of said Section 35; thence run North 89°32'24" West parallel with the North line of the Southwest 1/4 of said Section 35 a distance of 258.93 feet; thence run North 55°11'32" East a distance of 143.51 feet; thence run North 06°30'37" West a distance of 54.22 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10855.17 feet, a chord bearing of South 80°29'10" West and a chord distance of 1137.59 feet; thence from a tangent bearing of South 83°29'23" West, run Westerly along the arc of said curve through a central angle of 06°00'26" a distance of 1138.11 feet to the end of said curve and a point on a non-tangent curve concave Westerly, having a radius of 238.00 feet, a chord bearing of North 00°17'10" West and a chord distance of 1.95 feet; thence departing said curve from a tangent bearing of North 00°03'03" West, run Northerly along the arc of said curve through a central angle of 00°28'13" a distance of 1.95 feet to the point of tangency; thence North 00°31'17" West a distance of 28.34 feet to the POINT OF BEGINNING.

Containing 13.263 acres, more or less.

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

GEODAT SURV	NALLY PBELL	MARCH 19 P. MCAN J. CAMP B40-	DATE DRAWN BY CHECKED BY GEODATA PROJECT NO.
1349 S IN S LAKE MA VOICE: (407) 73			
LAND SUR LICEN	03/30/2023 DATE	JJC BY	SHEET NUMBERS REVISION

GEODATA CONSULTANTS, INC. SURVEYING & MAPPING

> 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 DICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL 51-130/730/830

SCALE: N/A

SHEET 5 OF 14

PARCEL NO. 51-130 PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

#### LEGAL DESCRIPTION:

#### Part G:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1266.28 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida and the beginning of a non-tangent curve concave Easterly, having a radius of 50.00 feet, a chord bearing of South 20°00'22" East and a chord distance of 77.89 feet; thence departing said North line from a tangent bearing of South 49°09'16" West, run Southerly along the arc of said curve through a central angle of 102°19'17" a distance of 89.29 feet for a POINT OF BEGINNING; thence departing said curve through a central angle of 102°19'17" a distance of 89.29 feet for a POINT OF BEGINNING; thence departing said curve and said existing Right of Way line run South 10°31'17" East a distance of 172.84 feet to the point of curvature of a curve concave Westerly and having a radius of 100.50 feet, a chord bearing of South 10°56'16" West and a chord distance of 39.93 feet; thence run Southerly along the arc of said curve run South 19°00'44" West a distance of 22.00 feet; thence North 70°59'16" West a distance of 31.92 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10835.00 feet, a chord bearing of South 76°46'53" West, run Westerly along the arc of said curve through a central angle of 01°01'23" a distance of 193.49 feet; thence from a tangent bearing of South 76°46'53" West, run Westerly along the arc of said curve through a central angle of 03°42'10" a distance of 26.04 feet to the point of reverse curvature of a curve concave Northerly having a radius of 403.00 feet, a chord bearing of South 68°02'32" West and a chord distance of 19.63 feet; thence run Westerly along the arc of

Containing 1.529 acres, more or less.

#### PART H:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1352.29 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida for a POINT OF BEGINNING; thence continue South 89°32'24" East along said North line a distance of 16.02 feet; thence departing said North line run South 00°31'17" East a distance of 30.92 feet to a point on the aforesaid existing Right of Way line of Cook Road, and a point on a non-tangent curve concave Southwesterly, having a radius of 50.00 feet, a chord bearing of North 27°42'24" West and a chord distance of 35.07 feet; thence from a tangent bearing of North 07°10'45" West, run Northwesterly along the arc of said curve and along said existing Right of Way line through a central angle of 41°03'19" a distance of 35.83 feet to the end of said curve and the POINT OF BEGINNING.

Containing 173 square feet, more or less

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

DATE	MARCH 1	.6, 2023		
DRAWN BY	P. MCA	NALLY		GEODATA CONSULTANTS, INC.
CHECKED BY	J. CAMPBELL			SURVEYING & MAPPING
GEODATA PROJECT NO.	B40	-01		
		1	-	
			1	349 S INTERNATIONAL PKWY
			1	349 S INTERNATIONAL PKWY SUITE 2401
				SUITE 2401
REV. PART G,	IIC	03/30/2023		SUITE 2401 LAKE MARY, FLORIDA 32746
REV. PART G, SHEET NUMBERS	IJC	03/30/2023	VOICE:	SUITE 2401 LAKE MARY, FLORIDA 32746 (407) 732-6965 FAX: 878-0841
	JJC	03/30/2023	VOICE:	SUITE 2401 LAKE MARY, FLORIDA 32746

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL 51-130/730/830

SCALE: N/A

SHEET 6 OF 14

PURPOSE: RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

#### PART I:

That part of the South 386 feet of the Southeast 1/4 Section 34, Township 23 South, Range 26 East, and the North 1/2 of the Northeast 1/4 of Section 3, Township 24 South Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1646 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southeast corner of the Southeast 1/4 of Section 34, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the East line of said Southeast 1/4 a distance of 386.02 feet to a point on the North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence departing said East line run North 89°53'41" West along said North line a distance of 1482.97 feet for a POINT OF BEGINNING, also being the beginning of a non-tangent curve concave Southeasterly, having a radius of 15225.00 feet, a chord bearing of South 62°43'59" West and a chord distance of 1060.53 feet; thence departing said North line from a tangent bearing of South 64°43'44" West, run Southwesterly along the arc of said curve through a central angle of 03°59'31" a distance of 1060.75 feet to the end of said curve; thence departing said curve run North 13°10'51" East a distance of 236.13 feet; thence North 32°03'32" East a distance of 261.23 feet; thence North 62°09'27" East a distance of 76.70 feet to a point on the aforesaid North line of the South 386 feet of the Southeast 1/4 of said Section 34; thence South 89°53'41" East along said North line a distance of 682.36 feet to the POINT OF BEGINNING.

Containing 4.170 acres, more or less.

#### PART J:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to the Northwest corner of the South 1/4 of said Section 35 for a POINT OF BEGINNING; thence run departing said West line run South 89°32'24" East along said North line distance of 871.49 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 11220.00 feet, a chord bearing of South 73°58'20" West and a chord distance of 510.49 feet; thence departing said North line from a tangent bearing of South 75°16'32" West, run Southwesterly along the arc of said curve through a central angle of 02°36'25" a distance of 510.53 feet to the end of said curve; thence departing said curve run North 61°18'51" West a distance of 6.95 feet to the beginning of a non-tangent curve concave Southeasterly having a radius of 11225.00 feet, a chord bearing of South 71°20'24" West and a chord distance of 314.97 feet; thence from a tangent bearing of South 72°38'38" West run Southwesterly along the arc of said curve through a central angle of 01°36'28" a distance of 314.98 to the point of compound curvature of a curve concave Southeasterly having a radius of 15225.00 feet, a chord bearing of South 70°53'24" West and a chord distance of 77.72 feet; thence run Southwesterly along the arc of said curve through a central angle of 00°17'33" a distance of 77.72 feet to a point on the aforesaid West line of the Southwest 1/4 of said Section 35; thence departing said curve run North 00°25'37" West along said West line a distance of 268.23 feet to the POINT OF BEGINNING.

Containing 2.563 acres, more or less.

#### PART K

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet; thence South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said Right of Way line run South 00°31'17" East a distance of 205.95 feet to the point of curvature of a curve concave Westerly, having a radius of 238.00 feet, a chord bearing of South 00°17'10" East and a chord distance of 1.95 feet; thence run Southerly along the arc of said curve through a central angle of 00°28'13" a distance of 1.95 feet for a POINT OF BEGINNING; thence continue along the arc of said curve having a chord bearing of South 11°58'09" West and a chord distance of 99.13 feet through a central angle of 24°02'25" a distance of 99.86 feet; thence departing said curve run Southerly along the arc of said curve having a chord bearing of South 11°58'09" West and a chord distance of 10.87 feet; thence South 86°32'20" East a distance of 99.86 feet; thence North 63°08'59" East a distance of 177.62 feet; thence North 87°51'36" East a distance of 232.52 feet; thence South 54°23'13" East a distance of 135.50 feet; thence South 80°35'50" East a distance of 35.68 feet; thence North 55°11'32" East a d

Containing 3.943 acres, more or less. Containing an aggregate total of 56.713 acres, more or less.

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

DATE	MARCH 1	6, 2023	
DRAWN BY	P. MCA	NALLY	GEODATA CONSULTANTS, INC.
CHECKED BY	J. CAMPBELL		SURVEYING & MAPPING
GEODATA PROJECT NO.	B40-	-01	
			1349 S INTERNATIONAL PKWY
			SUITE 2401
SHEET NUMBERS, REV. AGGREGATE AREA	IJC	03/30/2023	

SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL 51-130/730/830

SCALE: N/A

SHEET 7 OF 14

PARCEL NO. 51-730

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

ESTATE: EASEMENT

#### LEGAL DESCRIPTION:

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

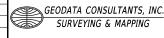
Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1368.31 feet; thence South 00°31'17" East a distance of 30.92 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida, and a point on a non-tangent curve concave Westerly, having a radius of 50.00 feet, a chord bearing of South 00°31'17" East and a chord distance of 11.59 feet; thence from a tangent bearing of South 07°10'45" East, run Southerly along the arc of said curve through a central angle of 13°18'56" a distance of 11.62 feet; thence departing said curve and said Right of Way line run South 00°31'17" East a distance of 205.95 feet to the point of curvature of a curve concave Westerly, having a radius of 238.00 feet, a chord bearing of South 11°44'02" West and a chord distance of 101.04 feet; thence run Southerly along the arc of said curve through a central angle of 24°30'38" a distance of 101.81 feet for a POINT OF BEGINNING; thence departing said curve run South 63°36'09" East a distance of 10.87 feet; thence South 86°32'20" East a distance of 18.61 feet; thence South 03°27'40" West a distance of 81.60 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 238.00 feet, a chord bearing of North 35° 05' 09" East and a chord distance of 91.61 feet; thence from a tangent bearing of North 46°10'57" East, run Northeasterly along the arc of said curve through a central angle of 22°11'36" a distance of 92.19 feet to the POINT OF BEGINNING.

Containing 1891 square feet, more or less.

PARCEL 51-730 IS BEING ACQUIRED AS A TEMPORARY, NON-EXCLUSIVE EASEMENT WITH FULL AUTHORITY TO ENTER UPON THE LANDS DESCRIBED ABOVE FOR A TEMPORARY CONSTRUCTION EASEMENT FOR GRADING TO EXISTING DRIVEWAY. AT ALL TIMES DURING CONSTRUCTION THE GRANTEE WILL MAINTAIN ACCESS TO THE GRANTOR'S REMAINING LANDS. AFTER THE CONSTRUCTION ON THE PARCEL IS COMPLETED THE GRANTEE SHALL RESTORE THE PARCEL TO A CONDITION AS GOOD AS OR BETTER THAN THE ONE EXISTING BEFORE BEING DISTURBED BY THE GRANTEE. THIS EASEMENT SHALL EXPIRE UPON THE COMPLETION OF THE CONSTRUCTION ACTIVITIES ON THE PROJECT ADJACENT TO THE LANDS DESCRIBED ABOVE OR AFTER FIVE (5) YEARS, WHICHEVER OCCURS FIRST.

SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

DATE	MARCH 16, 2023		ı
DRAWN BY	P. MCANALLY		l
CHECKED BY	J. CAMPBELL		(
GEODATA PROJECT NO.	B40-01		1
			l
REVISE TCE NOTE	JJC	05/09/2023	l
REVISE TCE NOTE REV 51-730, ADDED 51-830 & TCE NOTE, REV SHEET NUMBERS	nc	05/09/2023 03/30/2023	



1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-130/730/830

SCALE: N/A

SHEET 8 OF 14

PARCEL NO. 51-830

PURPOSE: PERMANENT EASEMENT REQUIRED TO CONSTRUCT, ACCESS AND MAINTAIN

CONSERV II UTILITY LINE

ESTATE: EASEMENT

That part of the South 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 674, page 1644 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 4-inch by 4-inch concrete monument without identification marking the Southwest corner of the Southwest 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run North 00°25'37" West along the West line of said Southwest 1/4 a distance of 1262.25 feet to a point on the North line of the South 1/4 of said Section 35; thence departing said West line run South 89°32'24" East along said North line a distance of 1286.28 feet to a point on the existing Right of Way line of Cook Road according to Official Records Book 5640, page 2326 of the Public Records of Lake County, Florida and the beginning of a non-tangent curve concave Easterly, having a radius of 50.00 feet, a chord bearing of South 02°00'22" East and a chord distance of 77.89 feet; thence departing said North line from a tangent bearing of South 49°09'16" West, run Southerly along the arc of said curve through a central angle of 102°19'17" a distance of 89.29 feet; thence departing said curve and said existing Right of Way line run South 00°31'17" East a distance of 172.84 feet to the point of curvature of a curve concave Westerly and having a radius of 100.50 feet, a chord bearing of South 10°56'16" West and a chord distance of 39.93 feet; thence run Southerly along the arc of said curve through a central angle of 22°55'05" a distance of 40.20 feet to the end of said curve; thence departing said curve run South 19°00'44" West a distance of 22.00 feet; thence North 70°59'16" West a distance of 31.92 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 10835.00 feet, a chord bearing of South 76°16'11" West and a chord distance of 193.49 feet; thence from a tangent bearing of South 76°46'53" West, run Westerly along the arc of said curve through a central angle of 01°01'23" a distance of 193.49 feet; thence departing said curve run South 23°39'28" East a distance of 88.63 feet for a POINT OF BEGINNING; thence continue South 23°39'28" East a distance of 10.00 feet to beginning a non-tangent curve concave Southeasterly, having a radius of 403.00 feet, a chord bearing of South 64°55'11" West and a chord distance of 20.01 feet; thence from a tangent bearing of South 66°20'32" West run Southwesterly along the arc of said curve through a central angle of 02°50'41" a distance of 20.01 feet; thence departing said curve run North 26°49'51" West a distance of 10.00 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 413.00 feet, a chord bearing of North 64°54'57" East and a chord distance of 20.56 feet; thence from a tangent bearing of North 63°29'22" East run Northeasterly along the arc of said curve through a central angle of 02°51'10" a distance of 20.56 feet to the POINT OF BEGINNING.

Containing 203 square feet, more or less.

#### SEE SHEETS 10-14 FOR SKETCH OF DESCRIPTION

DATE	MARCH 16, 2023		Г
DRAWN BY	P. MCANALLY		L
CHECKED BY	J. CAMPBELL		(
GEODATA PROJECT NO.	B40-01		
			ł
			ı
CHANGE PURPOSE LABEL	JJC	05/09/2023	
SHEET NUMBERS ADDED 51-830	IJC	03/30/2023	

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)

CENTRAL FLORIDA

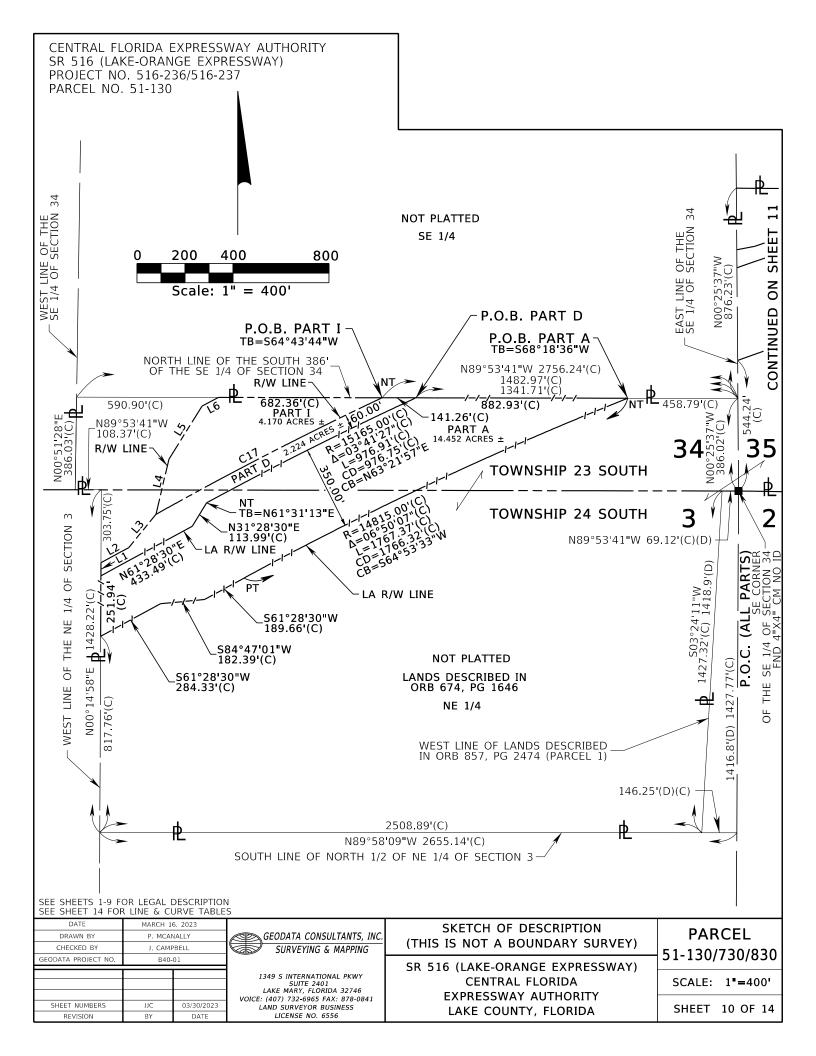
EXPRESSWAY AUTHORITY

LAKE COUNTY, FLORIDA

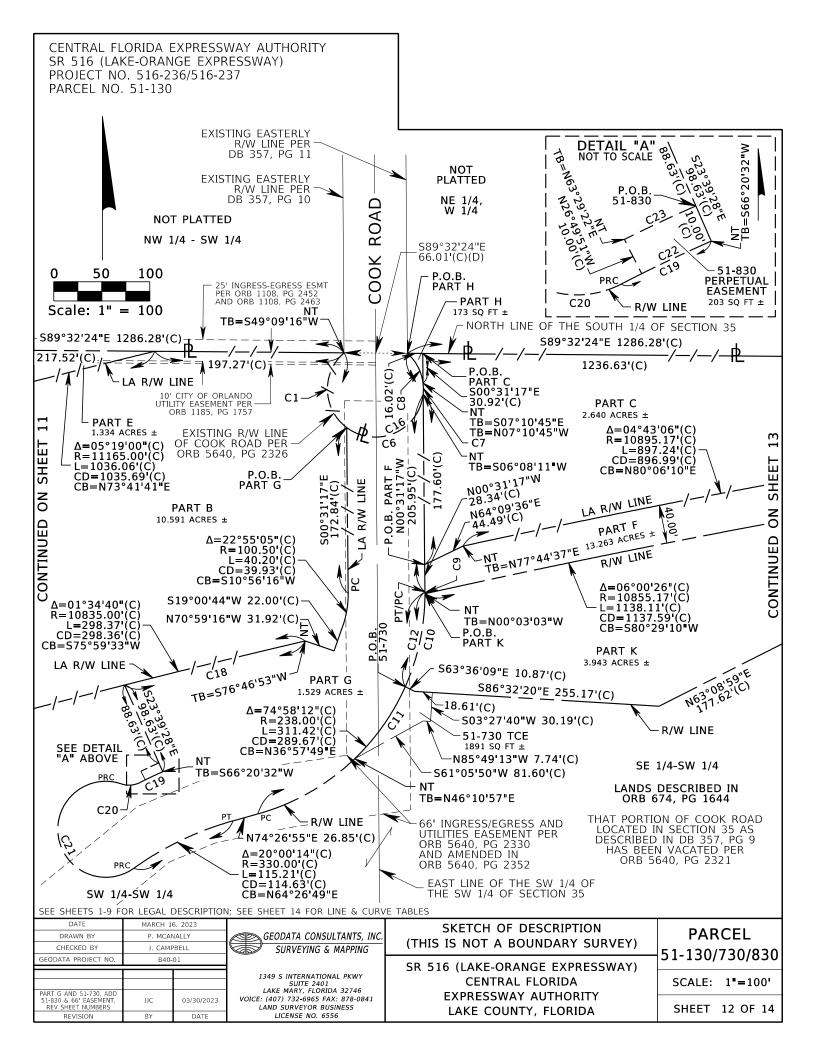
PARCEL 51-130/730/830

SCALE: N/A

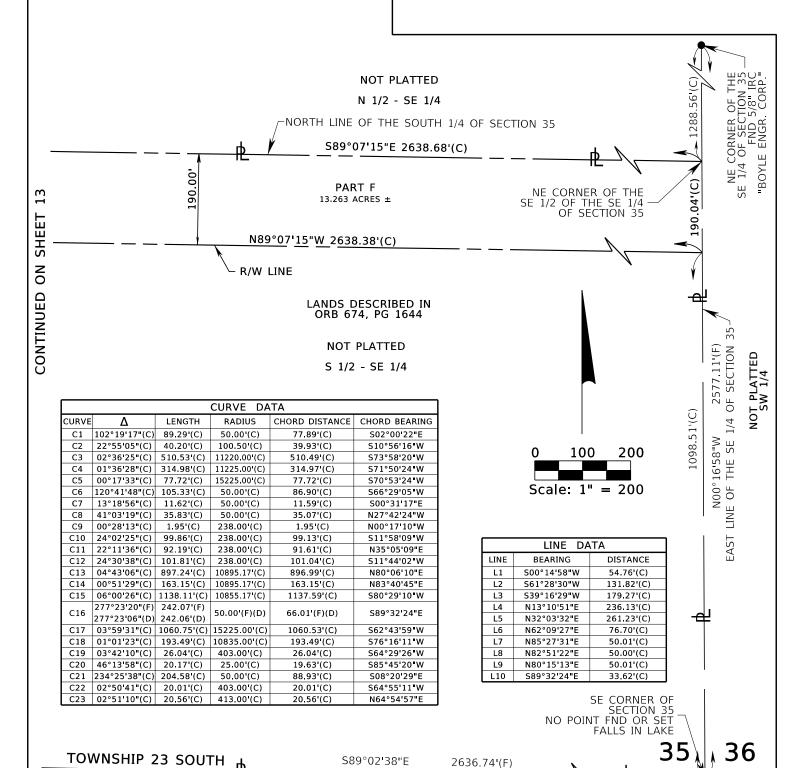
SHEET 9 OF 14



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-130 **NOT PLATTED** NW CORNER OF THE SW 1/4 OF SECTION 35 FND 4"X4" CM NW 1/4 - SW 1/4 S89°32'24"E 1286.28'(C) NO ID NORTH LINE OF THE SOUTH 1/4 OF SECTION 35 S89°32'24"E 66.01'(C)(D) 5' INGRESS-EGRESS ESMT PER ORB 1108, PG 2452 AND ORB 1108, PG 2463 N00°25'37"E 1262.25'(F) TB=S75°16'32" TB=S49°09'16"W .S89°32'24"E 1286.28'(C)\_ 871.49'(C)<sub>R/W</sub> LINE ُــــــــر(C)رِــــــــر(217.52 •18'51"W PART J 197.27'(C) C16 55.00 PART 2.563 ACRES ± C1 I 6.95'(Č) C3 10' CITY OF ORLANDO UTILITY EASEMENT PER ORB 1185, PG 1757 O R=11165.00'(C) CD=1035.69'(C) L=1036.06'(C) CD=1035.69'(C) PART EXISTING R/W LINE 231 œ. OF COOK ROAD PER ORB 5640, PG 2326 Ö 之 268. S19°00'44"W 22'00'(C)-/-P.O.B. PART G NT ᇤ °38,38" S00°31'17"E PART B SHEE 172.84 (C) TB=572 2 10.591 ACRES ± R=10835.00'(C) \( \Delta=01\)^34'40"(C) \( L=298.37'(C)\) \( CD=298.36'(C)\) \( CB=S75\)^59'33"W TB=S76°46'53"W LA R/W LINE 4:O bC <u>N</u>  $\begin{array}{l} R = 15165.00 ^{\circ}(C) \\ \Delta = 00^{\circ}22 ^{\circ}11 ^{\circ}(C) \\ L = 97.88 ^{\circ}(C) \\ CD = 97.88 ^{\circ}(C) \\ CB = N70^{\circ}51 ^{\circ}05 ^{\circ}E \end{array}$ 876.23 CONTINUED N70°59'16"W LA R/W LINE 31.92 (C) N00°25'37"W PART G P.O.B. PART E 570°36'14"W 884.01'(C) 51-830 TB=N70°39'59"E **PERPETUAL** 386 38 (C) **EASEMENT** R=14800.00'(C) 51-730 TCE Δ=00°28'49"(C) 66' INGRESS/EGRESS AND UTILITIES EASEMENT PER ORB 5640, PG 2330-\_=124.04'(C) CD = 124.04 (C)R/W LINE CB=\$70°25'19"W AND AMENDED IN ORB 5640, PG 2352 THAT PORTION OF COOK ROAD LOCATED IN NT SECTION 35 AS DESCRIBED IN DB 357, PG 9 TB=S70°39'43"W WAS VACATED PER ORB 5640, PG 2321 10 Ś P.O.B. PART B PF OF 35 LANDS DESCRIBED IN SHEET N89°53'41"W SW 1/4 C 350 ORB 674, PG 1644 458.79'(C) 26'(D) ≷ NO 품병 OF NOT PLATTED 26.00 (C) N00°25'37"W 386.02'(C) OF -CONTINUED SW 1/4 - SW 1/4 200 100 0 WEST LINE OF THE LINE E SW SW 1/4 OF ш . N00°23'59"W ; 1318.89'(F) NORTH LINE OF LANDS DESCRIBED SECTION 36 Scale: 1" 200 7. L IN ORB 857, PG 2474 (PARCEL 2) S02°39'46"W 47.70 (C) 26.00'(C) 26.1'(D) -47.7 (D) · 26 INGRESS-EGRESS ESMŤ TO T.G. LEE DAIRY, INC. / PER ORB 266, PG 834 TOWNSHIP 23 SOUTH N89°02'38"W 1269.81'(C) 301.0'(D)  $970.0'\pm(D)$ S89°02'38"E 2637.78'(F P.O.C. (ALL PARTS) SW CORNER OF THE SW 1/4 OF SECTION 35 FND 4"X4" CM NO ID TOWNSHIP 24 SÖÚTH N89°53'41"W 69.12'(C)(D) SEE SHEETS 1-9 FOR LEGAL DESCRIPTION, SEE SHEET 14 FOR LINE & CURVE TABLES DATE MARCH 16, 2023 SKETCH OF DESCRIPTION **PARCEL** DRAWN BY P. MCANALLY GEODATA CONSULTANTS, INC (THIS IS NOT A BOUNDARY SURVEY) CHECKED BY J. CAMPBELL SURVEYING & MAPPING 51-130/730/830 GEODATA PROJECT NO B40-01 SR 516 (LAKE-ORANGE EXPRESSWAY) 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 CENTRAL FLORIDA SCALE: 1"=200' PART G AND 51-730, ADE 51-830 & 66' EASEMENT, REV SHEET NUMBERS **EXPRESSWAY AUTHORITY** VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS JJC 03/30/2023 SHEET 11 OF 14 LAKE COUNTY, FLORIDA REVISION BY DATE LICENSE NO. 6556



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 516 (LAKE-ORANGE EXPRESSWAY) PROJECT NO. 516-236/516-237 PARCEL NO. 51-130 NE CORNER OF THE SE 1/4 OF THE SW 1/4 SECTION 35 FND 4"X4" CM "BAH 1993" NE CORNER OF THE SW 1/4 OF SECTION 35 NO POINT FND OR SET NOT PLATTED NE 1/4 - SW 1/4 N00°22'21"W 1265.76'(F) NORTH LINE OF THE SOUTH 1/4 OF SECTION 35 NT S89°07'15"E S89°32'24"E 1286.28'(C) TB=N83°15'01"E 2638.68'(C) 1236.63 (C) ī 9 L10 LA R/W LINE 00 PART C 13.263 ACRES ± PART F 2,640 ACRES ± 90 C13 PART F 13.263 ACRES ± 14 TB=S83°29'23"W 423.2810 N06°30'37"W 54.22'(C) (RADIAL) N89°07'15"W 40.00 C15 ᆸ SHEET PART K 2638.38'(C) R/W LINE 3.943 ACRES ± Ш N89°32'24**"**W R/W LINE  $\overline{S}$ 258 93'(C) 554,23,13, **N**0 <u>N</u> N87°51'36"E 232.52'(C) S86°32'20"E CONTINUED CONTINUED 255.17<u>'(C</u>) R/W LINE S89°35'50"E 1285.06 35 68 (C) LANDS DESCRIBED IN ORB 674, PG 1644 SECTION **NOT PLATTED LEGEND** SE 1/4 - SW 1/4 (C) CB CM CALCULATED OF = CHORD BEARING = CONCRETE MONUMENT 1/4 (D) = DEED SE 1/2 SE 1/4 = DELTA (CENTRAL ANGLE)
= EASEMENT Δ΄ ESMT SW (F) FND = FIELD FOUND =ID **IDENTIFICATION** ÍŔĊ **IRON ROD & CAP** OF LENGTH LA ORB PG P.O.B. LIMITED ACCESS \_ LINE OFFICIAL RECORDS BOOK PAGE = = POINT OF BEGINNING
POINT OF COMMENCEMENT
POINT OF COMPOUND CURVATURE
POINT OF CURVATURE
POINT OF TANGENCY EAST = ΡŎĊ = PCC PC PT R R R/W SQ FT TB\_ PROPERTY LINE 100 200 0 **RADIUS** = KADIOS
= RIGHT OF WAY
= SQUARE FEET
= TANGENT BEARING
= TEMPORARY CONSTRUCTION EASEMENT Scale: 1'' = 200ΤŒΕ SE CORNER OF THE SW 1/4 OF SECTION 35 NO POINT FND OR SET FALLS IN LAKE TOWNSHIP 23 SOUTH S89°02'38"E 1318.89'(F) 2636.74'(F) S89°02'38"E 2637.78'(F) TOWNSHIP 24 SOUTH SEE SHEETS 1-9 FOR LEGAL DESCRIPTION SEE SHEET 14 FOR LINE & CURVE TABLES DATE MARCH 16, 2023 SKETCH OF DESCRIPTION **PARCEL** GEODATA CONSULTANTS, INC. (THIS IS NOT A BOUNDARY SURVEY) CHECKED BY J. CAMPBELL SURVEYING & MAPPING 51-130/730/830 GEODATA PROJECT NO B40-01 SR 516 (LAKE-ORANGE EXPRESSWAY) 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 CENTRAL FLORIDA SCALE: 1"=200' REMOVE 51-730, ADD 51-830, REV SHEET NUMBERS **EXPRESSWAY AUTHORITY** VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS 03/30/2023 JJC SHEET 13 OF 14 LAKE COUNTY, FLORIDA BY DATE LICENSE NO. 6556



SEE SHEETS 1-9 FOR LEGAL DESCRIPTION
--------------------------------------

TOWNSHIP 24 SOUTH

DATE	MARCH 16, 2023		
DRAWN BY	P. MCANALLY		1
CHECKED BY	J. CAMPBELL		6
GEODATA PROJECT NO.	B40-01		
			ı
			ı
SHEET NUMBERS, CURVE TABLE DATA	IJC	03/30/2023	

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS

LICENSE NO. 6556

## SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

LAKE COUNTY, FLORIDA

PARCEL
51-130/730/830

1

SCALE: 1"=200'

SHEET 14 OF 14

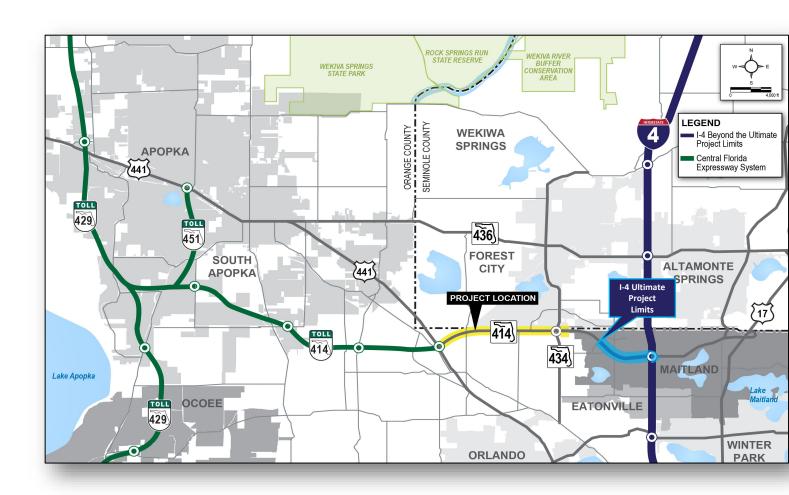
G. 3.



— **June 8, 2023** —

## **Project Background and Description**

- CFX Visioning + 2040 Master
   Plan 2016
- CFX Five-Year Work Plan
   FY2022-FY2026
- PD&E Completed in June 2022
- Two Sections
  - Elevated Section
  - FDOT Section

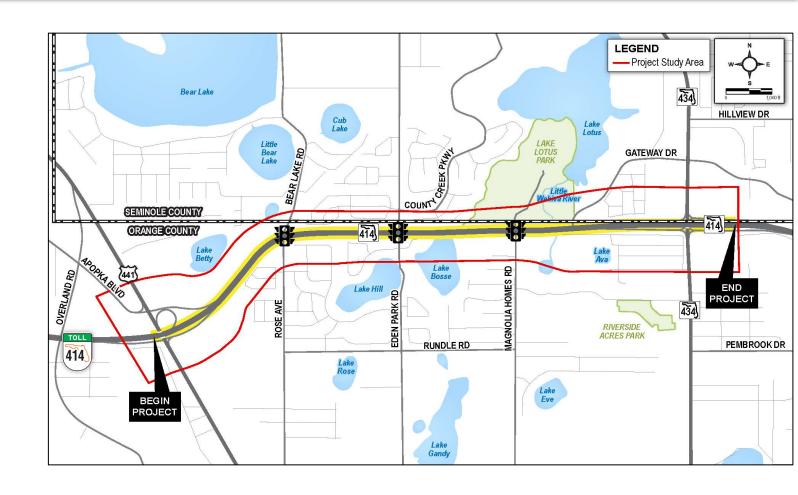




## **Project Elevated Section**

### **Elevated Corridor**

- From US 441 to SR 434
- 4-lane divided arterial
- Approximately 2.8 miles
- 4 at-grade intersections
- Severe Daily Congestion
- All Maitland Blvd Segments Fail





## **Project Design**

### **Elevated section**

• Typical Section: 2.8 miles

## 55 Spans, 344 U-Beams

• 324 Concrete, 20 Steel

### **Center Piers in Median**

### **FDOT Section**

- Milling/Resurfacing
- Ramps Adjustments
- Project Environmental Impact Report Re-evaluation





## **Design Team**

- Winning Firm Atkins North America, Inc.
- 30-month Schedule
  - PIER/Design Concurrent
- \$22.9 Million Design Fee
- 6.9% of Construction Estimate
  - \$332 million anticipated construction cost





## **Recommended Motion**

Award of the contract to Atkins North America, Inc. for the design of the SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard in the amount of \$22,900,000.00.





## **AGREEMENT**



#### **AND**

ATKINS NORTH AMERICA, INC.

DESIGN CONSULTANT SERVICES FOR SR 414 EXPRESSWAY EXTENSION FROM US 441 TO MAITLAND SUMMIT BOULEVARD

**PROJECT NO. 414-208, CONTRACT NO. 001971** 

CONTRACT DATE: JUNE 08, 2023 CONTRACT AMOUNT: \$22,900,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT SCHEDULE, PROJECT MAP, AND NON-CONFLICT DISCLOSURE FORM

# AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT SCHEDULE, PROJECT MAP, AND NON-CONFLICT DISCLOSURE FORM

**FOR** 

#### **DESIGN CONSULTANT SERVICES FOR**

#### SR 414 EXPRESSWAY EXTENSION FROM US 441 TO MAITLAND SUMMIT BOULEVARD

**PROJECT NO. 414-208 CONTRACT NO. 001971** 

**JUNE 2023** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Schedule	
F	Exhibit "F", Potential Conflict Disclosure Form	

## Table of Contents

1.0.	DEFINITIONS	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS	5
8.0.	COMPLIANCE WITH LAWS	_
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0.	THIRD PARTY BENEFICIARY	10
	INSURANCE	
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0.	DOCUMENTED ALIENS	14
19.0.	E-VERIFY CLAUSE	14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	
23.0.	AVAILABILITY OF FUNDS	15
24.0.	AUDIT AND EXAMINATION OF RECORDS	15
25.0.	GOVERNING LAW AND VENUE	16
26.0.	NOTICE	17
27.0.	HEADINGS	17
	CONTRACT LANGUAGE AND INTERPRETATION	
29.0.	ASSIGNMENT	18
30.0.	SEVERABILITY	18
31.0.	INTEGRATION	18
32.0.	ATTACHMENTS	18

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of June 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and ATKINS NORTH AMERICA, INC., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 482 South Keller Road, Suite 300, Orlando, FL 32810.

#### WITNESSETH:

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

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

#### 1.0. DEFINITIONS.

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

#### 2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard identified as Project No.414-208 and Contract No. 001971.

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 two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

#### 4.0. PROJECT SCHEDULE

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

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

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

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

#### 5.0. PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

```
BASE Consultants, Inc. (Class 1) ECHO UES, Inc. (Class 1 and 2)
GPI Geospatial, Inc. (Class 1 and 2) KCI Technologies, Inc. (Class 1)
WBQ Design & Engineering, Inc. (Class 1) Geotechnical and Environmental Consultants, 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. 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 \$22,900,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by

CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 482 South Keller Road, Suite 300, Orlando, FL 32810.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

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, 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 indemnify 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 indemnify 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. An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

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

- 15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

#### 16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

#### 18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. INSPECTOR GENERAL

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

# 21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

period of 36 months following the date of being placed on the convicted vendor list."

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

#### 22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 23.0. AVAILABILITY OF FUNDS

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

#### 24.0. AUDIT AND EXAMINATION OF RECORDS

#### 24.1 Definition of Records:

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

or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County,

Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 26.0. NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: Atkins North America, Inc.

482 South Keller Road, Suite 300

Orlando, FL 32810

Attn: Joe Garrity, PE, PMP

Atkins North America, Inc.

482 South Keller Road, Suite 300

Orlando, FL 32810

Attn: Steve McWilliams, PE

#### 27.0. HEADINGS

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

#### 28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

Project No. 414-208 Contract No. 001971

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

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

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

#### 29.0. ASSIGNMENT

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

#### 30.0. SEVERABILITY

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

#### 31.0. INTEGRATION

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

#### 32.0. ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Project Schedule

Exhibit "G", Potential Conflict Disclosure Form

SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on June 08, 2023.

ATKINS NORTH AMERICA, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY:
Authorized Signature	Director of Procurement
Print Name:	Print Name: Aneth Williams
Title:	
ATTEST:(Seal) Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	
Print Name: <u>Diego "Woody" Rodriguez</u>	

# EXHIBIT A

## SCOPE OF SERVICES

### Exhibit A (Part A)

## Central Florida Expressway Authority (CFX)

#### **SCOPE OF SERVICES**

## Project Environmental Impact Report (PEIR) Re-Evaluation

for the

# SR 414 EXPRESSWAY EXTENSION PROJECT US 441 to Maitland Summit Boulevard

**CFX Project # 414-208** 

**Contract # 001971** 

#### **Table of Contents**

1.0	SCC	PPE OF SERVICES PURPOSE	1
2.0	STU	DY DESCRIPTION AND OBJECTIVES	2
2.1	STU	DY OBJECTIVE	2
2.2	STU	IDY REQUIREMENTS AND PROVISIONS FOR WORK	2
2.3		Governing Regulations Liaison Office (N/A) Key Personnel Sub-Consultants (N/A) Lead Agency, Cooperating Agencies and Participating Agencies (N/A) Meetings and Presentations Correspondence Quality Control Project Schedule Submittals  ORDINATION WITH OTHER ENTITIES	
2.4	PRC	DJECT MANAGEMENT, MEETINGS AND COORDINATION	5
	2.4.1	Contract and Project Files	6
2.5	ADI	DITIONAL SERVICES	6
	2.5.1 2.5.2 2.5.3 2.5.4 2.5.5 2.5.6	Alternative Corridor Evaluation (N/A) Advance Notification (N/A) Scoping (N/A) Notice of Intent (N/A) Transit Coordination Plan (N/A) Miscellaneous Services (N/A)	6 6 6
3.0	PUE	BLIC INVOLVEMENT	7
3.1	PUE	BLIC INVOLVEMENT PREPARATION	7
	3.1.1 3.1.2	Public Involvement Plan Public Involvement Data Collection (Mailing List) (N/A)	
3.2	SCH	IEDULED PUBLIC MEETINGS	7
	3.2.1 3.2.2 3.2.3	Project Advisory Committees (N/A) Officials Project Kick-Off Unscheduled Public Meetings	8 8
3.3		BLIC HEARING (N/A)	
3.4		MMENTS AND COORDINATION REPORT (N/A)	
3.5	NO <sup>-</sup>	TIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A)	9
3.6	ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS		

3.6.1	Project Information Line/General Public Correspondence	9
3.6.2	Project Newsletters	9
3.6.3	Project Webpage	
3.6.4	In-House Displays	9
4.0 EN	GINEERING ANALYSIS AND CONSIDERATIONS	10
4.1 RE	/IEW OF PREVIOUS STUDIES	10
4.2 EXI	STING CONDITIONS ANALYSIS	10
4.2.1	Data Collection	
4.2.2	Existing Roadway Characteristics	
4.2.3	Field Review	11
4.3 SU	RVEY (INCLUDED IN THE DESIGN SCOPE)	11
4.4 GE	OTECHNICAL (INCLUDED IN THE DESIGN SCOPE)	11
4.5 TR	AFFIC ANALYSIS	11
4.5.1	Traffic Analysis Methodology (N/A)	11
4.5.2	Traffic Counts	
4.5.3	Traffic Data for Noise Study	12
4.5.4	Traffic Data for Air Analysis	12
4.5.5	Signalization Analysis	12
4.6 SIG	NAGE (N/A)	12
4.7 TO	LING CONCEPTS (N/A)	12
4.8 SA	ETY	12
4.9 UT	LITIES AND RAILROADS (included in the Design Scope)	12
4.10 RO	ADWAY ANALYSIS (all roadway analysis to be completed under the design scope)	13
4.10.1	Typical Section Analysis	13
4.10.2	Roadway Design Alternatives	13
	Intersections and Interchange Evaluation	
	Access Management	
	Multi-Modal Accommodations	
	Park and Ride Lots (N/A)	
	Maintenance of Traffic	
	Lighting	
	NTIFY CONSTRUCTION SEGMENTS (included in design scope)	
	ELLIGENT TRANSPORTATION SYSTEMS (ITS)	
	RUCTURES (Included in the design scope)	
	Existing Structure Characteristics	
	Structures Typical Section Analysis	
	Structures Design Alternatives	
4.14 DR	AINAGE	17
	Floodplain and Environmental Permit Data Collection	
4.14.2	Drainage Analysis	17

4.1	14.3 Floodplain Compensation Analysis	17
4.1	14.4 Stormwater Management Analysis	18
	14.5 Drainage Design (N/A)	
	14.6 Location Hydraulics Report	
4.1	14.7 Bridge Hydraulic Evaluation (N/A)	
4.15	LANDSCAPING ANALYSIS (N/A)	18
4.16	CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES (N/A)	18
4.1	16.1 Construction Cost Estimate	18
4.1	16.2 Right-of-Way Cost Estimate	18
4.17	ALTERNATIVES EVALUATION	19
4.1	17.1 Comparative Analysis and Evaluation	19
	17.2 Selection of Preferred Alternative	
4.1	17.3 Value Engineering (N/A)	19
4.18	CONCEPT PLANS (included in design scope)	19
4.1	18.1 Prepare Base Map for Conceptual Plans	19
	18.2 Alternative Concept Plan	
	18.3 Preferred Alternative Concept Plans	
	18.4 Typical Section Package (Included in Design Scope)	
4.1	18.5 Design Exception and Variations (N/A)	20
4.19	TRANSPORTATION MANAGEMENT PLAN (N/A)	20
4.20	RISK MANAGEMENT (N/A)	20
4.21	ENGINEERING ANALYSIS DOCUMENTATION	20
4.22	PLANNING CONSISTENCY (N/A)	20
4.23	TRANSIT SYSTEMS AND SERVICE (N/A)	21
4.24	QUALITY ASSURANCE/QUALITY CONTROL	21
5.0	ENVIRONMENTAL ANALYSIS AND REPORTS	22
5.1	SOCIOECONOMIC CHARACTERISTICS	22
5.1	1.1 Economic	22
5.1	1.2 Land Use Changes	23
5.1	1.3 Mobility	23
5.1		
5.1	1.5 Relocation Potential (N/A)	23
5.2	CULTURAL RESOURCES	23
5.2	2.1 Archaeological and Historical Resources	23
5.2	2.2 Recreational/ Section 4(f)	23
5.3	NATURAL RESOURCES	24
5.3	3.1 Wetlands	24
5.3	3.2 Essential Fish Habitat	
5.3	3.3 Wildlife and Habitat	24
5 3	3.4 Natural Resource Evaluation Report	24

	5.3.5	Water Quality	. 25
	5.3.6	Special Designation	. 25
	5.3.7	Identify Permit Conditions	
	5.3.8	Farmlands	
5.4	PHY	SICAL EFFECTS	.25
	5.4.1	Noise	. 25
	5.4.2	Air Quality	
	5.4.3	Construction Impact Analysis	
	5.4.4	Contamination	. 26
5.5	CUN	//ULATIVE EFFECTS EVALUATION (N/A)	.26
5.6	PRO	DJECT COMMITMENTS RECORD	.26
6.0	ENV	IRONMENTAL DOCUMENT	.26
Clas	ss of Act	tion Determination (N/A)	.26
Тур	e II Cate	egorical Exclusion (N/A)	.26
PEI	R		26
Env	rironme	ntal Assessment (N/A)	.27
FOI	NSI (N/A	N)	.27
Dra	ft EIS (N	I/A)	.27
Fina	al EIS (N	/A)	.27
Qua	ality Ass	urance/ Quality Control	.27
7.0	•	CELLANEOUS	

#### SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

#### PROJECT ENVIRONMENTAL IMPACT REPORT RE-EVALUATION

#### for the

#### SR 414 EXPRESSWAY EXTENSION PROJECT US 441 to Maitland Summit Boulevard

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

#### 1.0 SCOPE OF SERVICES PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC) Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC) CDM Smith and the CFX public involvement consultant (PIC) Quest Corporation of America.

The Project Environmental Impact Report Re-Evaluation process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, Project Environmental Impact Report (PEIR) unless otherwise stated. In the event of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the information contained in the above-mentioned studies as a foundation, this PEIR Re-evaluation will develop more detailed information to select a preferred alternative. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

#### 2.0 STUDY DESCRIPTION AND OBJECTIVES

A new grade-separated viaduct connection along State Road (SR) 414 (Maitland Boulevard) between US Highway 441 (Orange Blossom Trail) and SR 434 (Forest City Road) in Orange and Seminole Counties has been an identified need in several local long-range plans and master plans in order to provide a nonstop limited access facility for SR 414 between SR 429 and Interstate 4 (I-4). CFX recently completed the SR 414 Expressway Extension PD&E Study that selected the preferred alternative for this elevated viaduct for tolled express lanes in the median of SR 414. This PEIR Re-evaluation will consider various improvements between SR 434 and Maitland Summit Boulevard to widen SR 414 from four to six lanes to add capacity to SR 414 to support the inclusion of the express lanes on the adjacent roadway network.

#### 2.1 STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the proposed widening between SR 434 and Maitland Summit Boulevard. 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 PEIR to amend and, if necessary, prepare technical documents and reports regarding the preliminary engineering and design concept, existing and predicted conditions, typical sections, right-of-way requirements, design concepts, environmental impacts, and costs of the proposed improvements.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance (LDCA) of the proposed action as a PEIR.

#### 2.2 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

#### 2.2.1 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, U.S. codes, and technical advisories
CFX Design Guidelines
CFX ITS Design Details

CFX Lighting Design Details

CFX PD&E Guidelines

**CFX Signalization Details** 

CFX Signing and Pavement Marking Details

FDOT Basis of Estimates Manual

FDOT CADD Manual (No. 625-050-001)

FDOT CADD Production Criteria Handbook

FDOT Flexible Pavement Design Manual

FDOT Project Development and Environment (PD&E) Manual

FDOT Design Manual (FDM)

**FDOT Standard Plans** 

Highway Capacity Manual

Manual of Uniform Traffic Control Devices (MUTCD)

FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance

for Streets and Highways (Florida Greenbook)

FDOT Drainage Manual

FDOT Drainage Design Guide

FDOT Soils and Foundations Handbook

FDOT Structures Design Guidelines

FDOT Quality/Level of Service (Q/LOS) Handbook

#### 2.2.2 Liaison Office (N/A)

#### 2.2.3 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.

#### 2.2.4 Sub-Consultants (N/A)

#### 2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies (N/A)

#### 2.2.6 Meetings and Presentations

The CONSULTANT shall meet with appropriate CFX, GEC, PIC and T&RC personnel immediately following receipt of the Notice to Proceed. At a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- a. Render any relevant information in its possession;
- b. Establish any ground rules upon which the study process will be conducted;
- c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- d. Explain the financial administration of the contract.

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-weekly basis for progress meetings. The actual frequency of the meetings will vary depending on the project stage and pending activities.

#### 2.2.7 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX, GEC and PIC for their records within one (1) week of the receipt of said correspondence.

#### 2.2.8 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

#### 2.2.9 Project Schedule

The PEIR Re-Evaluation is expected to be conducted concurrently with the Design Process for this project. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least two (2) weeks for each draft technical report or memorandum submitted for CFX, GEC and FDOT reviews.

#### 2.2.10 Submittals

The CONSULTANT may be required to provide (Draft and Final) hard copies of the required documents as listed below. These are the anticipated submittals for the project. Draft documents will be submitted to the GEC for initial review and comment, then provided to FDOT for concurrence review. Unless noted below, all submittals will be in electronic format.

Provisions for Work:

Quality Control Plan
Project Schedule
Agency Coordination Meeting Summaries
Meeting Agendas, Handouts, Notes, and Summaries

**Engineering Items:** 

Existing Conditions Technical Memorandum
Draft Preliminary Engineering Report
Final Preliminary Engineering Report (Signed and Sealed)
Typical Section Package (included in Design scope)
Location Hydraulics Report
Pond Siting Report (included in Design scope)
Conceptual Right-of-Way Plans
Geotechnical Report (included in Design scope)
Utility Assessment Technical Memorandum

#### **Environmental Items:**

Level 1 Project Environmental Impact Report\*
Sociocultural Effects Evaluation (SCE)
Noise Study Report (to be completed by GEC)
Air Quality Technical Memorandum
Level 1 Contamination Screening Summary
Natural Resource Evaluation Summary
2 Cultural Resource Assessment Survey Summary
Water Quality Impact Evaluation Checklist
2

Upon completion of the study, the CONSULTANT shall deliver to the CFX and GEC, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

#### 2.3 COORDINATION WITH OTHER ENTITIES

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate this study with all other studies and projects within the project area – including, but not limited to, FDOT, County, and CFX.

#### 2.4 PROJECT MANAGEMENT, MEETINGS AND COORDINATION

The CONSULTANT shall meet with CFX as needed throughout the life of the project. These meetings will include progress and miscellaneous review and other coordination activities with CFX. Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percentage complete against actual work accomplished.

<sup>\*</sup> One hard copy of final document only

#### 2.4.1 Contract and Project Files

Project Management efforts include complete setup and maintenance, development of monthly progress reports, schedule updates, and effort to develop and execute sub-consultant agreements, etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 (five) 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 percentage complete against actual work accomplished.

Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

#### 2.5 ADDITIONAL SERVICES

- 2.5.1 Alternative Corridor Evaluation (N/A)
- 2.5.2 Advance Notification (N/A)
- 2.5.3 **Scoping (N/A)**
- 2.5.4 Notice of Intent (N/A)
- 2.5.5 Transit Coordination Plan (N/A)
- 2.5.6 Miscellaneous Services (N/A)

#### 3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PEIR re-evaluation. The CFX Public Involvement Consultant (PIC) shall coordinate and perform the appropriate level of public involvement for this project as outlined in the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with CFX and the PIC.

#### 3.1 PUBLIC INVOLVEMENT PREPARATION

#### 3.1.1 Public Involvement Plan

The CONSULTANT will review the Public Involvement Plan (PIP) memorandum provided by the PIC and GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PEIR re-evaluation is the desired outcome of the PIP.

The PIC shall perform activities necessary to support the PIP that includes the identification of stakeholders and interested parties and the preparation of meeting notes.

#### 3.1.2 Public Involvement Data Collection (Mailing List) (N/A)

#### 3.2 SCHEDULED PUBLIC MEETINGS

The CFX has determined that one (1) public meeting will be required to provide adequate opportunities for the public to participate in the PEIR re-evaluation. The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in one (1) public meeting, as listed below:

a. Alternatives Public Meeting

For each meeting, the CONSULTANT shall prepare and/or provide:

- a. Scripts or agenda for presentation.
- b. Graphics for presentation.
- c. Input to response to comments as requested by CFX or PIC

For each meeting, the PIC shall prepare and/or provide:

- a. Display advertisements (the CFX or PIC will pay the cost of publishing)
- b. Letters for notification of elected and appointed officials, property owners, and other interested parties (the CFX or PIC will pay the cost of first-class postage)
- c. Preparation of response letters for CFX signature on public comments

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the PIC and CFX staff.

The PIC will investigate potential meeting locations to advise CFX of their suitability. CFX will ultimately approve the meeting location. The CFX or PIC will pay all costs for meeting location rental and insurance (if required). The PIC will be responsible for logistics associated with setting up the meeting. The PIC will distribute all required notifications to all interested parties, public officials, affected property owners, special interest groups, etc. on the mailing list.

#### 3.2.1 Project Advisory Committees (N/A)

#### 3.2.2 Officials Project Kick-Off

The CONSULTANT will assist the PIC by providing script and graphics for a project kick-off presentation to, at a minimum, the Orange and Seminole County commissions and MetroPlan Orlando boards (and technical committees as required) at their regularly scheduled meetings.

#### 3.2.3 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Orange County, Seminole County, City of Altamonte Springs, City of Maitland, neighborhood groups, etc.). The CONSULTANT shall be available with no more than 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 sixteen (16) such unscheduled meetings.

The CONSULTANT shall prepare meeting notes for the scoped meetings as noted in Section 3.1 of this scope.

#### 3.3 PUBLIC HEARING (N/A)

#### 3.4 COMMENTS AND COORDINATION REPORT (N/A)

The PIC will prepare a Comments and Coordination Report containing transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with Part 1, Chapter 11 of the PD&E Manual.

#### 3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A)

#### 3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

#### 3.6.1 Project Information Line/General Public Correspondence

The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

#### 3.6.2 Project Newsletters

The PIC shall prepare and distribute up to two (2) 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 CFX. Distribution of the two (2) newsletters will coincide with key project milestones as follows:

- a. Project Kick-off/Introductory Newsletter
- b. Pre-Alternatives Public Meeting Newsletter

The PIC will distribute newsletters to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the PIC's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter(s) 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 using a CFX standard right-of-entry letter via US Post Office mail delivery.

#### 3.6.3 Project Webpage

The CONSULTANT shall provide information about the study to the PIC for inclusion on the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC as needed during the study. These times will coincide with the newsletter mailings.

#### 3.6.4 In-House Displays

The CONSULTANT agrees to supply duplicates of the printed alternative concepts for display in the CFX's office.

#### 4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS

#### 4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall first reference and review the completed PEIR documents and then collect and summarize at a minimum:

- a. MetroPlan Orlando Long Range Transportation Plan
- b. Orange County Comprehensive Plan
- c. Seminole County Comprehensive Plan
- d. LYNX
- e. Non-motorized modes, including bikeways and pedestrian walkways
- f. Other applicable transportation plans

The CONSULTANT will reference and review the existing PEIR purpose and need statement and project description and update, if necessary. The CFX and GEC will review and approve the Purpose and Need statement.

#### 4.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will first reference and review the completed PEIR documents and then analyze the existing facility and conditions for deficiencies.

#### 4.2.1 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This database information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

#### 4.2.2 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT District 5, Orange County, City of Altamonte Springs, City of Maitland, and Seminole County. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

#### 4.2.3 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

#### 4.3 SURVEY (INCLUDED IN THE DESIGN SCOPE)

The CONSULTANT shall use aerial photography and design survey (included in Design scope) as a basis for plotting various data necessary for both engineering and environmental analysis, and the development of the preliminary plans of conceptual design.

#### 4.4 GEOTECHNICAL (INCLUDED IN THE DESIGN SCOPE)

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. More specifically, CONSULTANT will gather and review existing bridge and roadway boring data. CONSULTANT will also perform preliminary pond auger borings to aid in pond site selection.

This task requires the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling.

#### 4.5 TRAFFIC ANALYSIS

The CONSULTANT will coordinate with CFX, FDOT, and the T&RC and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

#### 4.5.1 Traffic Analysis Methodology (N/A)

#### 4.5.2 Traffic Counts

The CONSULTANT will coordinate with CFX, FDOT, and the T&RC and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

#### 4.5.3 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX, FDOT, and the T&RC.

#### 4.5.4 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX, FDOT, and the T&RC.

#### 4.5.5 Signalization Analysis

Consultant will coordinate w/CFX, FDOT, and T&RC and obtain all project traffic related information for travel demand forecasting, design traffic & operational analysis.

#### 4.6 SIGNAGE (N/A)

#### 4.7 TOLLING CONCEPTS (N/A)

#### 4.8 SAFETY

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions.

The CONSULTANT will coordinate with CFX, FDOT, and the T&RC and obtain all project traffic related information including safety analysis required for completion of the study from CFX.

#### 4.9 UTILITIES AND RAILROADS (INCLUDED IN THE DESIGN SCOPE)

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

- a. Overhead Transmission lines, microwave towers, etc.
- b. Underground water, gas, sanitary sewer, force mains, power, and telephone cables, etc.
- c. Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

## 4.10 ROADWAY ANALYSIS (ALL ROADWAY ANALYSIS TO BE COMPLETED UNDER THE DESIGN SCOPE)

The CONSULTANT will prepare efforts relative to roadway analysis as a part of the design phase. The following elements identified in 4.10.1 through 4.10.9 will be documented and summarized in the PEIR re-evaluation. Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to the DEPARTMENT standards.

#### 4.10.1 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the project. Typical sections for connecting roadways will be developed to meet the requirements of the government agency that is responsible for the maintenance of the roadway. The CONSULTANT shall examine typical sections that may result in minimizing right-of-way, and the incorporating of other desirable features, as deemed appropriate.

The Typical Section Analysis will be documented in a brief memorandum for CFX review and concurrence prior to conducting alternatives development.

#### 4.10.2 Roadway Design Alternatives

Using the recommended typical section identified by CFX as a result of the typical section analysis (refer to Section 4.10.2 of scope), the CONSULTANT will conduct a horizontal and vertical alignment alternatives analysis to determine viable alternatives for CFX input. The alternatives analysis will be documented in a brief memorandum for CFX review and concurrence prior to conducting alternatives development. The CONSULTANT will consider two (2) alternatives; a No Build alternative and the Preferred Alternative.

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual 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 alternative.

The CONSULTANT will abstain from identifying the preferred alternative prior to the alternatives public meeting unless specifically requested or authorized to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report.

The CONSULTANT will further refine the Conceptual Alternative, thereby creating the Preferred Alternative. The Preferred Alternative will be prepared on the base maps at an appropriate scale for review and evaluation. Working profiles will be developed for the Preferred Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative

drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Preferred Alternative will be developed to a point at which the following can be determined:

- a. Horizontal and vertical alignment
- b. Typical cross section
- c. Preliminary right-of-way needs and impacts
- d. Preliminary drainage needs (showing required outfalls)
- e. Existing and proposed utility locations
- f. General soils information
- g. Local roadway improvement needs
- h. Structure locations, sizes, spans, etc.
- i. Potential stormwater pond sites, sizes, locations, etc.
- j. Retaining walls
- k. Sound walls
- 1. Other features as directed by the CFX and GEC

#### 4.10.3 Intersections and Interchange Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint at the following intersections:

- Maitland Summit Boulevard (WB SR 414 off Ramp at Maitland Summit, and EB SR 414 off ramp at Maitland Summit)
- SR 434 (EB SR 434 on ramp at SR 414)

The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details. Roundabout options will not be evaluated at the above locations.

#### 4.10.4 Access Management

The CONSULTANT will coordinate with necessary FDOT, County, and/or local stakeholders and ensure the appropriate access management standards are reflected within any alternative that affects the local roadway network.

#### 4.10.5 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative.

#### 4.10.6 Park and Ride Lots (N/A)

#### 4.10.7 Maintenance of Traffic

The CONSULTANT will analyze the preferred alternative for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

#### 4.10.8 Lighting

The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards, and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the project alternative.

#### 4.11 IDENTIFY CONSTRUCTION SEGMENTS (INCLUDED IN DESIGN SCOPE)

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

#### 4.12 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

The CONSULTANT shall review the existing ITS system in project limits and recommend relocation options. This includes reviewing the existing CFX, FDOT District 5 and Orange County as-built information and including it within the project drawings, and developing a high-level cost estimate for the changes necessary to the facilities to meet CFX's most recent standard of deployment. The CONSULTANT shall coordinate closely with any CFX, FDOT District 5 and Orange County on-going projects to develop a concept of how the relocated fiber optic cable will tie in seamlessly to the existing CFX fiber optic cable network. These items will be documented in a Technical Memorandum.

The CONSULTANT will also show the routing of new or relocated fiber optic cable on a Conceptual ITS Plan for the preferred project alternative.

#### 4.13 STRUCTURES (INCLUDED IN THE DESIGN SCOPE)

#### **4.13.1** Existing Structure Characteristics

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

<u>List Existing Structures:</u>

*Existing Bridge(s):* N/A – the following bridges are specifically excluded from the scope.

1. Bridge SR 414 over SR 434e

- 2. Bridge SR 414 EB/WB over Maitland Summit Boulevard (Br. 750894)
- 3. Bridge SR 414 WB over Keller Road (Br. 750896)
- 4. Bridge SR 414 EB over Keller Road (Br. 750938)
- 5. Bridge SR 414 EB/WB over SR 434 (Br. 770083)

Existing Box Culvert(s): N/A

- Mast Arm Assemblies: N/A

Strain Poles: N/A

- Existing Overhead Sign Structure(s): N/A

High Mast Lighting Structure(s): N/A

Noise Barrier Wall(s): N/A

#### 4.13.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

*Bridge Modification(s):* N/A – the following bridges are specifically excluded from the scope.

- 1. Bridge SR 414 EB/WB over Maitland Summit Boulevard (Br. 750894)
- 2. Bridge SR 414 WB over Keller Road (Br. 750896)
- 3. Bridge SR 414 EB over Keller Road (Br. 750938)
- 4. Bridge SR 414 EB/WB over SR 434 (Br. 770083)

#### 4.13.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concept. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

**Bridge Modification(s):** N/A – the following bridges are specifically excluded from the scope.

- 1. Bridge SR 414 over Maitland Summit Boulevard (Br. 750894)
- 2. Bridge SR 414 WB over Keller Road (Br. 750896)
- 3. Bridge SR 414 EB over Keller Road (Br. 750938)
- 4. Bridge SR 414 EB/WB over SR 434 (Br. 770083)

Includes one (1) alternative. The following shall be determined for each bridge alternative: if rehabilitation/modification is needed for the bridge to meet the Design Criteria, and cost (if modification is needed). Aesthetic consideration is excluded. The CONSULTANT shall summarize all findings and

recommendations in a Bridge Analysis Technical Memorandum, which will include General Plan & Elevation (GP&E) sheets for the preferred alternative for each structure. A table summarizing the types of improvements (including existing and proposed structures) will be included in the Bridge Analysis Technical Memorandum. Analysis of loads is excluded since only restriping with no additional bridge deck. Limited to restriping and confirmation of existing barrier, girder, and deck with qualitative (not quantitative analysis). Substructure is excluded.

#### 4.14 DRAINAGE

The CONSULTANT will provide the following services as part of the PEIR re-evaluation, many elements typically completed as part of a PDE evaluation are not included as the roadway design concept has been determined, these elements will be included in the design phase. The following elements identified in 4.14.1 through 4.14.7 will be documented and summarized in the PEIR re-evaluation.

#### 4.14.1 Floodplain and Environmental Permit Data Collection

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternative. This effort will be coordinated with CFX, FDOT, Orange County, City of Altamonte Springs, and Seminole County 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 CONSULTANT will collect stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve, and discharge points. The CONSULTANT shall identify Seasonal High-Water elevations using available geotechnical data.

#### 4.14.2 Drainage Analysis

The CONSULTANT will delineate the basin boundaries using LiDAR information, existing survey data, existing drainage maps or studies, and field observations. The CONSULTANT will determine potential high water elevations in each basin and use the information to establish the preliminary roadway profile.

The CONSULTANT shall perform preliminary drainage design to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation.

#### 4.14.3 Floodplain Compensation Analysis

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternative. Additionally, the CONSULANT will obtain data necessary to analyze any encroachments.

#### 4.14.4 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The location and size of potential detention/retention areas will be determined for the viable alternate. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin (that is required to be treated) 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 will prepare a Pond Siting Report in accordance with the Drainage Manual and the FDOT Drainage Design Guide.

#### 4.14.5 Drainage Design (N/A)

#### 4.14.6 Location Hydraulics Report

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include, identify, and list existing cross drains for its size, length, and available flow line information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; the analysis includes comparing existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

#### 4.14.7 Bridge Hydraulic Evaluation (N/A)

#### 4.15 LANDSCAPING ANALYSIS (N/A)

#### 4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES (N/A)

#### 4.16.1 Construction Cost Estimate

As part of the alternatives evaluation, the CONSULTANT shall prepare a construction cost estimate for the viable alternatives as well as a refined cost estimate of the Preferred Alternative.

#### 4.16.2 Right-of-Way Cost Estimate

No right-of-way is assumed for the project. If applicable, the CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the alternative shown on aerials and a Google Earth file (.kmz) as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

#### 4.17 ALTERNATIVES EVALUATION

#### 4.17.1 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of the preferred alternative. The No-Build Alternative will be included in the matrix.

The evaluation matrix will, at a minimum, include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

The CONSULTANT shall be prepared to present the preferred alternative and the evaluation at the project Public Alternatives Meeting

The CONSULTANT will complete an evaluation of the Preferred Alternative. This will include engineering, environmental, and public input.

#### 4.17.2 Selection of Preferred Alternative

Upon completion of the evaluation and comparison, the CONSULANT will identify the Preferred Alternative to the CFX.

#### 4.17.3 Value Engineering (N/A)

#### 4.18 CONCEPT PLANS (INCLUDED IN DESIGN SCOPE)

#### 4.18.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

- a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
- b. Street names: label street names and highway numbers in immediate project area.
- c. Surface features: label all pertinent cultural and natural features and land use information.

- d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- e. Plot property lines.
- f. Plot new data as it becomes available to keep base maps up to date.

#### 4.18.2 Alternative Concept Plan

Anticipate only preferred option...no alternative analysis needed.

#### 4.18.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULANT will develop the preferred alternative on the base maps at a scale of 1" = 50' that includes refinements from the alternatives meeting

#### 4.18.4 Typical Section Package (Included in Design Scope)

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

#### 4.18.5 Design Exception and Variations (N/A)

#### 4.19 TRANSPORTATION MANAGEMENT PLAN (N/A)

#### 4.20 RISK MANAGEMENT (N/A)

#### 4.21 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX, GEC, and FDOT. Following review by the CFX, the CONSULTANT will make this report available to the public prior to the Public Alternatives Meeting. The Final PER will be finalized after the Public Alternatives Meeting.

#### 4.22 PLANNING CONSISTENCY (N/A)

#### 4.23 TRANSIT SYSTEMS AND SERVICE (N/A)

#### 4.24 QUALITY ASSURANCE/QUALITY CONTROL

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for 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 insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

#### 5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall first reference the completed PEIR documents and then update, as necessary 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.

The Environmental Documents prepared by the CONSULTANT will comply with the re-evaluation procedures listed in the PD&E Manual and will also follow the format and include content described in the PD&E Manual. The task of documentation includes the preparation of interim and draft reports prepared by the CONSULTANT for review and comment by the CFX and GEC prior to producing final reports and documents.

#### 5.1 SOCIOECONOMIC CHARACTERISTICS

The CONSULTANT will first reference the completed PEIR 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 preferred alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- a. Schools
- b. Places of worship
- c. Community centers and parks
- d. Other public facilities
- e. Neighborhoods
- f. Specialized housing

The CONSULTANT will first reference the completed PEIR documents and then collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the preferred alternative. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

#### 5.1.1 Economic

The CONSULTANT shall first reference the completed PEIR documents and then prepare an Existing Conditions Technical Memorandum that documents and updates 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. The preferred alternative, proposing a new roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses.

# 5.1.2 Land Use Changes

The CONSULTANT shall first reference the completed PEIR 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, compared to existing (taking into account current plans and ongoing roadway improvements).

#### 5.1.3 Mobility

The CONSULTANT shall first reference the completed PEIR 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.

#### 5.1.4 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 completed PEIR documents and then evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

#### 5.1.5 Relocation Potential (N/A)

#### 5.2 CULTURAL RESOURCES

The CONSULTANT will first reference the completed PEIR documents and then conduct a desktop analysis to assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

#### 5.2.1 Archaeological and Historical Resources

The CONSULTANT will first reference the completed PEIR documents and then provide a cultural resource assessment for the preferred alternative, which shall include coordination with SHPO (State Historical Preservation Officer).

#### 5.2.2 Recreational/ Section 4(f)

As the proposed project receives no federal monies, Section 4(f) is not applicable. Recreational areas will be identified as part of Section 5.1. The documentation of existing recreational resources and potential impacts will be completed by the CONSULTANT as part of the scope for Section 5.1 and 6.0.

#### 5.3 NATURAL RESOURCES

The CONSULTANT will first reference the completed PEIR documents and then assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

The CONSULTANT will identify the natural resource evaluation area. The CONSULTANT will assess the direct, and indirect effects and will document the severity of the following items in the Environmental Document and project file:

#### 5.3.1 Wetlands

The CONSULTANT will first reference the completed PEIR documents and then update 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 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 completed PEIR 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 preferred alternative.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any State or Federal "critical habitat" must be identified.

The CONSULTANT will obtain biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with the PD&E Manual.

#### **5.3.4** Natural Resource Evaluation Report

The CONSULTANT will document the results of the Wetlands and EFH, Wildlife and Habitat evaluations in a Natural Resources Evaluation (NRE) report addendum in accordance with Part 2, Chapter 16 of the PD&E Manual.

#### 5.3.5 Water Quality

The CONSULTANT will first reference the completed PEIR 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 completed PEIR documents and then update 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 completed PEIR 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 the type of permits required.

#### 5.3.8 Farmlands

The CONSULTANT will first reference the completed PEIR 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

The CONSULTANT will summarize each of the physical effect issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the physical effect evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following:

#### **5.4.1** Noise

The GEC shall perform a traffic noise analysis in accordance with the FDOT PD&E Manual. A desktop review will be performed to assess the potential for traffic noise impacts and if a detailed noise analysis is warranted. This task will include collecting all data necessary to perform the noise impact analysis. The GEC will develop Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative for the Common Noise Environments (CNEs) and Special Land Uses (SLUs) potentially impacted by traffic noise. The GEC will conduct traffic noise barrier analyses for CNEs for which a traffic noise impact is predicted with the Build Alternative. The GEC shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

#### 5.4.2 Air Quality

The CONSULTANT shall first reference the completed PEIR documents and then collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

#### **5.4.3** Construction Impact Analysis

The CONSULTANT will first reference the completed PEIR documents and then address potential construction impacts associated with this project in accordance with the PD&E Manual.

#### 5.4.4 Contamination

The CONSULTANT shall first reference the completed PEIR documents and then update data through a desktop analysis as necessary to perform the Level 1 Contamination Screening Evaluation in accordance with the PD&E Manual.

#### 5.5 CUMULATIVE EFFECTS EVALUATION (N/A)

#### 5.6 PROJECT COMMITMENTS RECORD

The CONSULTANT will first reference the completed PEIR documents and then update, if necessary, the project commitments in the Commitments section of the Environmental Document.

#### 6.0 ENVIRONMENTAL DOCUMENT

Class of Action Determination (N/A)

Type II Categorical Exclusion (N/A)

#### **PEIR**

The CONSULTANT will first reference the completed PEIR documents and then prepare the Draft Project Environmental Impact Report (PEIR) Re-Evaluation in accordance with the PD&E Manual for review and comment by the CFX, GEC, and FDOT. The CONSULTANT will document Project Planning Consistency consistent with requirements for a State Environmental Impact Report (SEIR) in the PEIR. Following review by the CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Alternatives Meeting. The Final PEIR will be finalized after the Public Alternatives Meeting.

Environmental Assessment (N/A)
FONSI (N/A)
Draft EIS (N/A)
Final EIS (N/A)
Quality Assurance/ Quality Control
Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments, and any resolution meetings, if required.
7.0 MISCELLANEOUS

# Exhibit A (Part B)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SCOPE OF DESIGN SERVICES

**FOR** 

S.R. 414 Expressway Extension from US 441 to Maitland Summit Boulevard

PROJECT NO. 414-208

CONTRACT NO. 001971

IN ORANGE and SEMINOLE COUNTIES, FLORIDA

February 10, 2023

# Exhibit A (Part B) SCOPE OF SERVICES

# TABLE OF CONTENTS

	<u>Description</u>			
1.0	GENE	RAL	4	
	1.1	Location	4	
	1.2	Description	4	
	1.3	Purpose	4	
	1.4	Organization	5	
	1.5	Term of Agreement for Design Services	5	
2.0	STAN	DARDS		
3.0	DESIC	N CRITERIA	7	
	3.1	General	7	
	3.2	Right-of-Way	7	
4.0	WORK PERFORMED BY CONSULTANT			
	4.1	Design Features	8	
	4.2	Governmental Agencies	8	
	4.3	Preliminary Design Report - Review	9	
	4.4	Surveys and Mapping	9	
	4.5	Geotechnical Investigation	11	
	4.6	Pavement Design	12	
	4.7	Governmental Agency and Public Meetings	12	
	4.8	Environmental Permits	13	
	4.9	Utilities	14	
	4.10	Roadway Design	15	
	4.11	Structures Design	17	
	4.12	Drainage Design	34	
	4.13	Roadway Lighting	36	
	4.14	Traffic Engineering	37	
	4.15	Signing and Pavement Marking Plans	39	
	4.16	Signalization Plans	39	
	4.17	Right-of-Way Documents	40	
	4.18	Cost Estimates	40	

	4.19	Special Provisions and Specifications	41
	4.20	Fiber Optic Network (FON)	41
	4.21	Tolling Gantry Facilities	44
	4.22	Post-Design Services	45
	4.23	Landscape Analysis	47
5.0	MATE	48	
	5.1	Record Documents	48
	5.2	Traffic Data	49
	5.3	Other	49
6.0	WORK	49	
	6.1	Right-of-Way Acquisition	49
	6.2	Utility Agreements	49
	6.3	Public Involvement	49
	6.4	Contracts and Specifications Services	49
	6.5	Post-Design Services	50
	6.6	Environmental Permits	50
	6.7	Conceptual Specialty Design	50
7.0	ADMI	50	
	7.1	Central Florida Expressway Authority	50
	7.2	CFX's Project Manager will:	50
	7.3	Consultant	51
	7.4	Project Control	52
	7.5	Work Progress	52
	7.6	Schedule	52
	7.7	Project Related Correspondence	52
	7.8	Quality Control	53
	7.9	Consultant Personnel	53
	7.10	Site Visit	53
	7.11	Acceptability of the Work	53
	7.12	Design Documentation	54
	7.13	Reviews and Submittals	55
	7.14	Plan Phase Submittals	57

#### 1.0 GENERAL

#### 1.1 Location

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

#### **1.2** Description

Professional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 414 Expressway Extension from US 441 to Maitland Summit Boulevard. Specifically, the project includes construction of a four-lane elevated viaduct along SR 414 between US 441 and SR 434 with bridge piers in the median of SR 414 and widening SR 414 from SR 434 to Maitland Summit Boulevard from four to six lanes.

This project includes reconstruction of at-grade SR 414 between US 441 and SR 434, service interchange ramps with US 441, SR 434, and Maitland Summit Boulevard and toll gantries for the elevated viaduct as well as three reconstructed traffic signals at the SR 414 intersections of Bear Lake Road, Eden Park Road, and Magnolia Homes Road, and a new traffic signal on SR 414 at Gateway Drive. The project also includes a re-evaluation of the SR 414 Expressway Extension PD&E Study to document the environmental, physical, social, and cultural impacts of widening SR 414 between SR 434 and Maitland Summit Boulevard (see Part A) and a new all-electronic tolling (AET) point for both directions of the elevated viaduct. The existing SR 414 bridges over Lake Bosse and SR 434 will be modified with this project.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, aesthetics, retaining walls, noise barriers, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the Florida Department of Transportation District Five, Seminole County, the City of Altamonte Springs, Orange County, and the City of Maitland will be required.

#### **1.3** Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement

- marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

# **1.4** 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 thirty (30) 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 Design Guidelines, CFX Signing and Pavement Marking Details, CFX Signal Design Details, CFX Lighting Design Details, and CFX ITS Design Details 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, 2023 edition, and updates, thereafter, shall be used for this project.
  - 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
  - 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
  - 4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.
  - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
  - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

#### 3.0 DESIGN CRITERIA

#### **3.1** 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** Right-of-Way

- A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction. Due to the constrained corridor and existing conditions, maintenance distance behind noise walls could be reduced or even eliminated, to be coordinated with FDOT District Five, stakeholders, and property owners.
- B. Two (2) ft. from back of sidewalk on frontage roads.
- C. Drainage and construction easements as required.
- D. Limited access right-of-way limits per FDM 211.15.
- E. Right of way limits for ramps is based upon limit of construction plus ten (10) feet.

#### 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:

Final design and preparation of construction drawings / specifications for the proposed S.R. 414 Expressway Extension from US 441 to Maitland Summit Boulevard. Specifically, the project includes construction of a fourlane elevated viaduct along SR 414 between US 441 and SR 434 with bridge piers in the median of SR 414 and widening SR 414 from SR 434 to Maitland Summit Boulevard from four to six lanes. This project includes reconstruction of at-grade SR 414 between US 441 and SR 434, service interchange ramps with US 441, SR 434, and Maitland Summit Boulevard and toll gantries for the elevated viaduct as well as three reconstructed traffic signals at the SR 414 intersections of Bear Lake Road, Eden Park Road, and Magnolia Homes Road, and a new traffic signal on SR 414 at Gateway Drive. The project also includes a re-evaluation of the SR 414 Expressway Extension PD&E Study to document the environmental, physical, social, and cultural impacts of widening SR 414 between SR 434 and Maitland Summit Boulevard (see Part A) and a new all-electronic tolling (AET) point for both directions of the elevated viaduct. The existing SR 414 bridges over Lake Bosse and SR 434 will be modified with this project. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, aesthetics, retaining walls, noise barriers, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the Florida Department of Transportation District Five, Seminole County, the City of Altamonte Springs, Orange County, and the City of Maitland will be required.

# **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 FDOT District Five, Seminole County, Orange County, City of Altamonte Springs, City of Maitland, FDEP, USACE, and the St. John's River Water Management District.

# **4.3** Preliminary Design Report - Review

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

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

#### **4.4** Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation. Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

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

# **B.** Alignment

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

#### **C.** Reference Points

1. NA

#### **D.** Bench Levels

1. The Consultant shall establish new benchmarks at 1000-foot intervals, along all alignments, using stable points. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).

# **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 feet.
- 3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

# **F.** Drainage Survey

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

# **G.** Underground Utilities

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

# **H.** Side Street Surveys

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

# I. Bridge Survey

Provide bridge survey data as needed for engineering design.

# **J.** Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and

permitting.

#### **K.** Geotechnical Surveys

Locate boring locations as needed for geotechnical investigations.

#### L. Right-of-Way Ties

**M.** Locate right-of-way limits for construction purposes. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.

#### N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase if applicable. 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 Consultant's recommendations and provided to CFX for their information.

#### **4.5** Geotechnical Investigation

- **A.** The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, 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** Pavement Design

- **A.** The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for the non-CFX roadways (FDOT SR 414 mainline and ramps) and any other local roadways impacted by the project. CFX will provide the pavement design for all mainline and ramp facilities within their jurisdictional limits.
- **B.** The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

#### **4.7** Governmental Agency and Public Meetings

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

elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

#### **4.8** Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. 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 all drainage calculations, 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. Includes up to two (2) responses for additional information.
  - 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 Agreement.

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

#### **4.9** Utilities

#### A. Location

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

# **B.** Utility Coordination

- 1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
- 3. Where utility conflicts occur that 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 (7) 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. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to

- CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.
- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

# 4.10 Roadway Design

- **A.** A Typical Section Package will be prepared for this project for submittal and approval of FDOT District Five for SR 414 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval prior to submittal to FDOT.
- B. The Consultant shall design the geometrics for this project using the design standards included in the *Central Florida Expressway Authority Design Guidelines*, latest edition. The design elements shall include, but are not limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevation's, features of intersections, ramp terminal details, interchanges, and limited access points. The design and cross sections will utilize Microstation Open Roads Designer (ORD). This will require a design 3D model to develop cross sections and calculate quantities. The model will not be a construction level model.
- **C.** The Consultant shall prepare designs, and contract documents for the roadway improvement, including, but not limited to:
  - 1. Key Sheet
  - 2. Summary of Pay Items
  - 3. Summary of Quantity Sheets
  - 4. General Notes
  - 5. Project Layout
  - 6. Curve and Coordinate Data
  - 7. Typical Roadway Sections
  - 8. Plan Sheets (50 scale)
  - 9. Profile Sheets (50 scale)
  - 10. Interchange Layout
  - 11. Ramp Terminal Details

- 12. Intersection Layout Details
- 13. Special Details
- 14. Cross Section Pattern Sheets (500 Scale)
- 15. Roadway Soil Survey Sheets
- 16. Cross Sections (100' Interval)
- 17. Utility Adjustment Sheets
- 18. Special Details
- 19. Special Provisions
- 20. Special Specifications

# **D.** Assumptions and Exclusions

- 1. The modeling effort is for design analysis, cross section development, and quantities. A construction model will not be created for this project.
- 2. Next Gen plans will not be prepared for this project.
- 3. Cross sections will be created using the model.
- 4. Assume 1 Design Variation to eliminate median barrier wall in lieu of barrier curb and gutter. Will be discussed with FDOT
- 5. Assume 1 design variation for possible shoulder widths on bridges over Maitland Summit Blvd. Will be discussed with FDOT.
- 6. Technical special provisions are not anticipated for this project.
- 7. A pavement type selection report is not required for this project.
- 8. Roundabout evaluation and design analysis is not required for this project.
- 9. Access management is not required for this project.
- 10. Assume maximum of 6 overbuild/milling & resurfacing details for this project.
- 11. This project will consist of separate plan sheets and separate profile sheets.
- 12. Special profiles and back of sidewalk profiles are not included in this project.
- 13. Utility adjustment sheets are for at grade sheets and do not include

elevated section of the roadway.

14. Environmental detail sheets are not included in this project.

# **4.11** Structures Design

- **A.** General (Tab 9)
- **B.** Bridge List and Layout (Figure 1): The four (4) bridges included in the project are listed below as tabulated in the PD&E Bridge Analysis Technical Memorandum (BTM) dated February 2022.
- **C.** BASE: Subconsultant BASE will complete the deliverables for the items indicated with "BASE" in the heading (shaded in grey).
  - 1. Special Details (Tab 9 Task 9.4)
    - a. Drainage Details for enclosed in super and substructure.
    - b. Fire suppression details, coordination, rebar clearance.
    - c. Noise/screen walls along the viaduct as part of the structure. If more are needed, we will address in an amendment.
    - d. Erection sheets **(Figure 3, Figure 4)** schematic for Beam Launcher (4, See 118th B1-214 thru 215). Wing Lifter is addressed separately in Segment B1-678A.
    - e. Other items with sheet count (#) include: thickened end slab (1), steel pile splice detail (1), geometric data (2), superelevation transitions (2), aesthetics (2), pier formwork details (4), pier cheekwalls (1), superstructure stay-in-place forms (1), poured expansion joints (4), neoprene bearings (1), temporary bracing (2 for FUB + 2 for steel box), modified FUB details (2), pile data notes and data table (2), temporary strut for lifting (2), and overhang rebar around inlet FUB (1).
  - 2. Cost Estimate: Review LRE and prepare initial "Engineers Estimate" at 90%, 100%, and RFC% (three (3) updates). Subconsultant Armeni to provide "Contractor's Style Estimate" to use as an independent check.
  - 3. Technical Special Provisions (TSP): The following are assumed to be needed with the project. Any additional TSP or Modified Special Provision (MSP) will be scoped and negotiated separately.
    - a. Section T120 Surcharge embankment
    - b. Section T173 Deep subsoil stabilization pressure grouting
    - c. Section 450A Precast prestressed concrete pseudo matchcast pier substructure construction
    - d. Section 547 Fabric Formed Riprap
    - e. Concrete Staining

- f. Sealants and Caulking
- g. Simulated Stone Masonry
- 4. Independent Peer Review (IPR): Portions of the Bridge 1 (B1) viaduct will require IPR per FDM 121.12 since the structure is Category 2. This analysis will be done by the CFX GEC. Coordination of submittals and review comment resolution are the limits of this task.
- 5. Supervision: Principal Engineer, Project Director and Project Manager progress meetings.
- 6. Coordination: Interdisciplinary coordination and information prep not included in "Meetings" is needed for structures team to develop a consistent design between deliverables. Items and entities include the following: Misc. Structures, utilities, FDOT District 5 Bridge Design, FDOT Central Office Bridge for PT and Flexible Filler, permit coordination FDEP/WMD, geotechnical, bridge hydraulics B1-5/B1-6/B1-7, aesthetics, Specifications, existing structure monitoring, construction schedule and construction estimate (KCI). Structure Design Team meetings assumed bi-weekly for thirty (30) months.

# 7. Meetings:

- a. FDOT comment resolution for seven (7) submittals: 60% Substructure, 60% Plans, 60% Category 2, 90% Plans, 90% Category 2, 100% Plans, 100% Category 2.
- b. Aesthetic Meeting with CFX. Assume three (3) meetings for B1 viaduct.
- c. Constructability Review and Biddability Review for B1 per FDM 121.15 and 121.16 respectively. Coordination only four (4) meetings. Analysis by CFX GEC and subconsultant Armeni.
- d. Progress Meetings with Design Team virtual assumed biweekly for thirty (30) months with 4 people.
- e. Phase Review Meetings with CFX in person with two (2) people.
- D. Cost Estimates/Schedule/Constructability Review (KCI): The following proposal is for KCI Technologies, Inc to provide ATKINS a fully detailed contractor-style cost estimate at the 90% and 100%, Pre-bid and Bid sets submittals outlined herein along with a draft project schedule along with AutoCAD drawings depicting means and methods for the bridge portion only for the SR 414 Expressway Extension form US 441 to Maitland Summit Boulevard Project No. 414-208. KCI will be providing this info for only the bridge portions of the project. KCI has not included and roadway, walls, paving and/or drainage and demolition and removal of the existing bridge items within this proposal. KCI will provide ATKINS with a hard copy of

the HCSS (estimating) summary reports, Primavera P6 (Schedule) and Excel (quantity take-off) work products and will only provide hard copies and .pdf versions of all AutoCAD drawings.

- 1. KCI will produce a Direct and Indirect (Overhead) estimate for overall project. ACS will and can develop temporary access portions of the indirect costs. for items such as haul roads and temporary work trestles, etc.
- 2. KCI will work with the designers throughout the duration of the design and provide them with feedback on constructability issues related to their design.

# **E.** PROJECT SCOPE for KCI includes:

- 1. Task I Printout and Create Project Layout and Perform Detailed Quantity Take-offs: KCI will create a project layout for the wall, printout drawings and download any other data critical to the project including but not limited to weather data, tidal charts, etc. KCI will perform independent detailed quantity take-offs (using MS Excel, AutoCad and by hand calculations where required) for all foundations (drilled piers or piling), cast-in-place footings/pile caps, precast soffit or support systems, columns, caps, and all other substructure items along with all superstructure items such as precast girders, structural steel plate girders, concrete deck, bearings, expansion joints, grooving area, parapet/barrier walls, etc. KCI will not also provide detailed take-offs for items such as reinforcing steel.
- 2. Task II Perform a Detailed Bridge Estimate in HCSS: KCI will develop a detailed "contractor style" independent estimate for the foundations, substructure, superstructure portions of the project. If drilled shafts are used, we will use a plug price /LF vs a self-perform estimate but if piling is used for the foundations, we will price it as if we would "self-perform this work. All of the major items of work such as all cast-in-place concrete, precast concrete girder erection and steel plate girder erection will be priced as if we are "self-performing this work. All other specialty items such as installing reinforcing steel, slip-forming parapet/barrier wall, grooving deck, painting, or texture coating of concrete surfaces, etc. will be assumed to be performed by specialty subcontractors and these prices will be plugged into the estimate.
- 3. Task III Develop AutoCAD Drawings for Substructure & Superstructure Erection: KCI will develop any means and methods drawings critical to the foundation and substructure construction, specifically for sizing and reach of cranes, number of barges, etc. KCI will also develop any preliminary erection procedure schemes

- as needed and not just assume that the scheme within the contract documents is the best for the project. This will include the use of crawler cranes and critical pick radius and calculations will be performed and indicated on the drawings.
- 4. Task IV Solicit Vendors throughout Estimate Process: It is anticipated that minimal vendor solicitations will be done by KCI. KCI will solicit key vendors for precast elements as well as reinforcing steel and ready-mix and subcontractors for installing reinforcing steel, slip forming barrier wall, drilled shafts, etc.
- 5. Task V Internal and Client Bid Review in Suwanee, GA (1 day): It is anticipated that KCI will perform their internal estimate review prior to submitting estimate to ATKINS After this internal review it is understood that KCI will be required to meet with ATKINS to perform a detailed bid review with their key estimating and management staff.
- 6. Task VI Attend Site Visit and Project Review Meeting: This proposal includes the time and expenses for 1 site visit for 3 personnel as this meeting will also double as time to discuss means and methods, pricing, engineering, schedule, etc. with ATKINS.
- 7. Task VII Develop and Maintain a Project Schedule: KCI will develop a detailed independent project schedule utilizing Primavera P6 software for the overall project. This schedule will be logic based but will NOT include any resource, crew or equipment loading. This schedule will be used to assist in determining project resources such as forms, erection equipment, cranes, etc. along with an overall duration to use for the indirect/jobsite overhead pricing.
- **F.** Bridge Development Report (BDR)
  - 1. Bridge Development Report (BDR): For B2-Existing Br. 770074 SR 414 over Lake Bosse (Figure 5B), the consultant shall prepare a BDR in accordance with requirements of FDOT Design Manual Sections 121.9 and 121.10 for submittal and approval by FDOT.
  - 2. Bridge Concept Memorandum (BCM): The BCM(s) shall be appended to the BDR so concept designs are delivered as a single package. Prior to commencement of final design, the consultant shall prepare a BCM(s) which documents a limited range of structural alternatives and identifies preferred alternatives. Foundation alternatives will be reviewed with CFX Construction and the Geotechnical subconsultant (GEC) for feedback and incorporation into the Memo. A BCM shall be prepared for the following structures

- a. B1-SR 414 Viaduct (Figure 5A): For the elevated viaduct structure, identify the alternatives to be examined including: foundation pile types, substructure types, span configurations, superstructure types, and beam spacing.
  - i. BCM Atkins: Viaduct Segments B1-1, B1-5, B1-6, B1-7, B1-8, B1-9, and B1-678A
  - ii. BCM BASE: Viaduct Segments B1-2, B1-3, and B1-4.
- b. B3-Existing Br. 770075 SR 414 over Little Wekiva River (Figure 5C): Owned by FDOT. BCM. Design. Load Rating. Plans.
- c. B4-Existing Br. 770083 SR 414 over SR 434 (Figure 5D): Owned by FDOT. BCM. Design. Load Rating. Plans.

#### **G.** B1-SR 414 Viaduct

- 1. Segment (S) Layout (Figure 2, Figure 5A): Category 2 structure per FDM 121.3.2. The viaduct Bridge 1 (B1) is split into nine (9) segments with five (5) precast/prestressed concrete U-Beams that are simply supported without post-tensioning and four (4) single-span box girder units. Naming convention for the viaduct is B1-# with # being the segment number that increases sequentially (B1-1, B1-2).
  - a. Precast FUB (Tab 13): All precast beams assumed straight and constant depth
    - i. Segment 1 (B1-1): Eight (8) spans totaling 1,250 feet (+/-) long with six (6) beams per span.
    - ii. Segment 3 BASE (B1-3): Fifteen (15) spans totaling 2,348 feet (+/-) long with six (6) beams per span.
    - iii. Segment 5 (B1-5): Eight (8) spans totaling 1,283 feet (+/-) long with seven (7) beams per span. Scour analysis required.
    - iv. Segment 7 (B1-7): Five (5) spans totaling 810 feet (+/-) long with eight (8) beams per span. Scour analysis required.
    - v. Segment 9 (B1-9): Fifteen (15) spans totaling 2,163 feet (+/-) long with six (6) beams per span.
    - vi. If a FUB segment is comprised of all piers being conventionally reinforced (no post-tensioned precast wings), that segment of B1 would no longer qualify as Category 2 per FDM 1.3.2 and may be removed from the Independent Peer Review process (see "Assumptions and Exclusions" and the end of the section for additional commentary).
  - b. Steel Box (Tab 14):

- i. Segment 2 BASE including Pier 9 (B1-2): Curved steel box span 230 feet (+/-) long with five (5) beams per span.
- ii. Segment 4 BASE including Pier 26 (B1-4): Straight steel box span 230 feet (+/) long with five (5) beams per span.
- iii. Segment 6 (B1-6): Straight steel box span 300 feet (+/) long with five (5) beams per span. Scour analysis required.
- iv. Segment 8 (B1-8): Straight steel box span 230 feet (+/) long with five (5) beams per span.

#### 2. Alternate Plans (Tab 15):

- a. Segment B1-678A: Develop RFC plans and design for alternative substructure elements for three (3) units totaling seven (7 spans). The portion of the viaduct is comprised of the longest steel span (B1-6 = 300 feet), the longest FUB span (B1-7 = 162 feet), and the typical steel span (B1-8 = 230 feet). These eight (8) piers represent 15% of the total fiftyfour (54) piers in the B1 viaduct (Figure 2). Detail and analyze independent from the CIP design to optimize precast benefits for the substructure in this controlling location. Create parametric design and details that allow use "Asheets" to be used throughout all B1 segments (B1-1 through B1-9).
- b. Alternative Piers only: Substructure design for B1 shall be developed in accordance with FDM 121.9.7 and is limited to column and pier cap. The superstructure will not change. The foundation type will not change. Cast-In-Place (CIP) piers are considered the base design. A pseudo match-cast precast wing pier design (as shown in the PD&E) will be developed using complementary sheets to allow Contractors the option of constructing either CIP or precast substructure when possible. Consider unique conflicts (i.e., overhead signs, ITS, variable beam heights on adjacent spans). Contractor coordination is required. Coordination with subconsultant Armeni for constructability and pricing is required.
- c. Integrated 3D Model: Develop integrated 3D model of the post-tensioned pier (excluding foundation and superstructure). Used for constructability and clash detection with post-tensioning components, reinforcement, drainage pipe, fire suppression, and lifting inserts for precast.
- d. Segment B1-234A BASE: Develop Alternate Pier Analysis to 90% level using loads and design criteria from curved steel box (B1-2), the tightest FUB radius (B1-3), and typical steel span (B1-4). Review 60% and 90% Plans for B-678A to verify parametric design and details of alternate substructure

- are valid throughout all B1 segments (B1-1 through B1-9). Consider design parameters of the eastern end of B1 to serve as an Independent Design Check of Segment B-678A. Cross check alternate plan loads, details, design criteria, and constructability constraints from B1-234A (18 piers) to B1-678A (8 piers), which represents 48% of the piers on B1.
- e. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- **H.** B2-Existing Br. 770074 SR 414 over Lake Bosse (Figure 5B)
  - 1. General: Owned by FDOT. Design. Plans. Two parallel bridges (Westbound B2A, Eastbound B2B). Added barriers, demolition, and partial reconstruction of bridge deck overhang along centerline of B1.
  - 2. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- **I.** B3-Existing Br. 770075 SR 414 over Little Wekiva River (Figure 5C)
  - 1. General: Owned by FDOT. Design. Plans. Added barriers. Existing traffic separator remains. No demolition.
  - 2. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- **J.** B4-Existing Br. 770083 SR 414 over SR 434 (Figure 5D):
  - 1. General: Owned by FDOT. Design. Plans. Added median barrier. Demolish existing traffic separator.
  - 2. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- **K.** Walls (Tab 17, Tab 18)
  - 1. MSE Walls (Figure 6, Figure 7):
    - a. W1-B1 Begin Bridge MSE: Wrap around (A, B, C) approximate length = 900' + 100' + 900' = 2000' total (+/-).
    - b. W2–B1 End Bridge MSE: Wrap around (A, B, C) approximate length = 900' + 100' + 900' = 2000' total (+/-).
  - 2. Temporary Critical Walls:

- a. Foundations: Around each pier there will be temporary critical walls (square cofferdam style assume 30'x30').

  Assume six (6) unique sheetpile designs, then standard detail and tabulate for B1 Viaduct.
- b. RCW Jack and Bore (Figure 8): Two (2) pits assumes (driving and receiving) square cofferdam style (assume 20'x30' and 20'x20').
- c. Transverse Stormwater Pipe Install (Figure 9): Assume six(6) locations near Eden Park Road with open cut andTemporary Critical Walls.
- 3. Noise Barrier Walls (Tab 18): Ground-mounted at five (5) locations along corridor.
  - a. Rose Pointe: As recommended in the PD&E Study on south side Maitland Blvd (800')
  - b. Oranole Road: On south side of Maitland Blvd (3300')
  - c. Lake Hill Woods: On south side of Maitland Blvd (1400')
  - d. Grand Regency Pointe: On north side of Maitland Blvd (600')
  - e. Arium Maitland Summit: On south side of Maitland Blvd (800')
- **L.** Miscellaneous Structures BASE (Tab 18, Tab 18.31A): All services for Miscellaneous Structures to be completed by subconsultant BASE.
  - 1. Box Culverts: N/A
  - 2. Strain Poles: N/A
  - 3. Mast Arms: Fifteen (15) upright designs includes: 2-Rose Ave/Bear Lake Rd, 2-Eden Park Rd, 2-Magnolia Homes Rd, 2-Gateway Dr, 2-Rose Ave/Bear Lake Rd, 2-Eden Park Rd, 2-Magnolia Homes Rd, 1-Gateway Dr.
  - 4. Overhead Signs: Eleven (11) new overhead span trusses and six (6) new overhead cantilevers for a total of twenty-eight (28) drilled shafts.
  - 5. Multi-post signs: Ground mounted. Include as "Other Structure" to size column with FDOT software. Include four (4) non-standard locations for utility conflict that require modified special detail.
  - 6. Single-post Sign Bridge Mounted: Use CFX standard detail as starting point, then take ownership (speed limit, wrong-way, one

- other = assumed three (3) special detail sheets/types). Analysis to document anchorage and adapt standard to project.
- 7. Lighting: Assume standard foundations. No high-mast lighting. Assume 5% non-standard conflict foundation for utilities for ten (10) locations with two (2) special detail sheets. Assume two (2) miscellaneous detail sheets.
- 8. ITS/CCTV Camera: Pole foundation from CFX Standard assumed four (4) sheets. Analysis to document anchorage and adapt Standard to project.
- 9. Toll Gantry (Tab 18.31A): Non-Accessible gantry design. One half span gantry in each direction for the viaduct equals two (2) structures and foundations for single tolling location (each single span, upright in median). Likely West end of project.

#### **M.** Assumptions and Exclusions

- 1. All Miscellaneous Structures are assumed to be ground-mounted with nothing attached to overhead bridges.
- 2. Excludes structural analysis nor details needed for 4C-1500 36" pipe extension. No structural services required.
- 3. Excludes formwork and temporary work, unless specifically noted in the scope.
- 4. Post-Design Services, including As-Built Plans and As-Built Load Ratings, are excluded and will be scoped and negotiated separately.
- 5. Excludes substructure retrofit or scour analysis and detailing for B2.
- 6. Foundation Plans will not be separated from the Substructure/Superstructure Plan submittals.
- 7. The B1 viaduct may be considered a series of nine (9) bridges with shared piers in lieu of one (1) structure to expedite reviews and submittal requirements. The IPR process and Category 2 submittal requirements would not be required if all elements with a particular B1 segment satisfy FDM 121.3 as Category 1.
- 8. Bentley OpenBridge Modeler (OBM) and corresponding FDOT Workspace will be used to develop structures deliverable. The 3D OBM Model(s) will be submitted with plan sets at 90% and RFC.

- 9. Excludes services related to hazardous or contaminated materials, including services related to contaminated groundwater/spoil generated by drilled shaft excavations, drilled piles, and Contaminated Materials Management Plan or handling/disposal/remediation plans.
- 10. Excludes incident and emergency response plans.
- 11. Excludes design associated with the demolition, cut and reface, removal or disposal of existing structures or buildings. Engineer's plans will show limits of removal only.
- 12. Excludes design, engineering or assistance with the construction or removal of temporary structures, including, but not limited to, scaffolding or construction supports, shoring, cribbing, seal slabs, and falsework.
- 13. Excludes design of non-standard barrier or rigid shoulder barrier retrofits.
- 14. Excludes design of existing pier retrofit for traffic impact.
- 15. Excludes reviews beyond those required from the Department of any specialty engineering design and submittals involving construction means & methods.
- 16. Excludes dewatering design and permits.
- 17. Excludes minimum bolt ups for release from hook, stability check for erection, and transport check for girders.
- 18. Excludes design of non-critical temporary retaining walls.
- 19. Excludes pile installation plan and/or drilled shaft installation plan.
- 20. Excludes lateral analysis for miscellaneous structures. Structural analysis and detailing of temporary signals and lighting is excluded due to assumed use of Std. Indexes.
- 21. Assumes lateral analysis for eight (8) piers on B1.
- 22. Excludes time-dependent girder camber adjustments beyond the assumed 120-day cure time per SDM
- 23. Bridges within the corridor that are excluded from design as the assumption is that there will be no change to bridge deck nor change to traffic barrier. Restriping of the same number of lanes is the assumed limit of the work, with no structural design required.

- a. Maitland Blvd. (SR 414) over US 441 (Br. 750743)
- b. Maitland Blvd. (SR 414) over Maitland Summit Blvd (Br. 750894)
- c. Maitland Blvd. (SR 414) WB over Keller Road (Br. 750896)
- d. Maitland Blvd. (SR 414) EB over Keller Road (Br. 750938)
- 24. Miscellaneous Structures, including overhead signs and mast arms, for SR 434 intersection and east (known as the "PD&E Re-eval portion") are excluded. Some of these structures are new and some are do not meet current Standards (Figure 10, Figure 11).
- 25. Design services for MSE retaining walls includes performing or providing the wall layout (plan and profile), global stability analysis for walls not founded on proprietary ground improvement systems, and design of moment slabs (if applicable) and coping, and all other interfacing appurtenances. Contractor's MSE wall vendor shall be responsible for final design of wall elements and the internal stability analysis for the wall.
- 26. Excludes FDM 121.19 Precast Feasibility Report with the BDR phase.

#### 27. OPTIONAL SERVICE:

- a. Falsework Design: Detailed design, or the additional of a qualified Specialty Engineer, to produce plans and analysis beyond the schematic level (30%) are currently excluded but could be scoped and negotiated separately.
- b. Erection Equipment (Beam Launcher / Wing Lifter): Detailed design, or the additional of a qualified Manufacturer, to produce plans and analysis beyond the schematic level (30%) are currently excluded but could be scoped and negotiated separately.
- **N.** Deliverables List: In accordance with FDM 121.7 through FDM 121.14. Adjustments may be made to expediate schedule with coordination and concurrence with CFX.
  - 1. BDR: Bridge B2 per FDM 121.10. Includes BCM for Bridges B1-B3-B4.
  - 2. 30% Structure Plans: Bridges B1-B2-B3-B4 Plans per FDM 121.9.9.
  - 3. 60% Substructure Plans: Bridges B1-B2-B3-B4 Plans, Walls, Design Documentation
  - 4. 60% Structure Plans: Bridges B2-B3-B4 Plans, Design Documentation

- 5. 60% Category 2 Structure Plans: Bridge B1 Plans, Design Documentation.
- 6. 90% Structure Plans: Bridges B2-B3-B4 Plans, Walls, Misc. Structures), Design Documentation, Load Rating, OBM Model(s).
- 7. 90% Category 2 Structure Plans: Bridge B1 Plans, Design Documentation, Load Rating, OBM Model(s).
- 8. 100% Structure Plans: Bridges B2-B3-B4, Walls, Misc. Structures), Design Documentation, Load Rating.
- 9. 100% Category 2 Structure Plans: Bride B1 Plans, Design Documentation, Load Rating.
- 10. RFC Structure Plans: Bridges B1-B2-B3-B4 Plans, Walls, Misc. Structures), Design Documentation, Load Rating, OBM Model(s).

#### **O.** Structures Design Figures

Bridge No.	Mile Marker	Route Carried	Bridge Over	Direction	Sufficiency Rating (%)
750743	MP 0.224 to 0.262	SR 414	US 441	EB and WB	90.2
770074	MP 37.400 to 37.534	SR 414	Lake Bosse	EB and WB	92.7
770075	MP 37.805 to 37.818	SR 414	Little Wekiva River	EB and WB	96.3
770083	MP 38.359 to 38.406	SR 414	SR 434	EB and WB	100.0

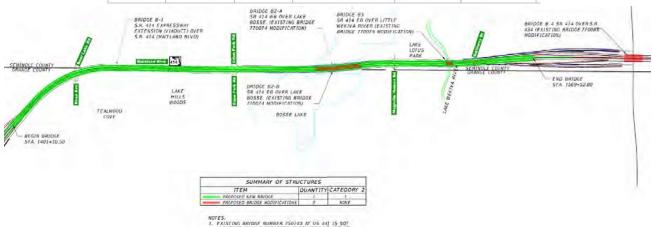


Figure 1. PD&E Bridge List and Layout (414-227\_BTM\_2-11-22 Table 2-1 and Figure 4-1)

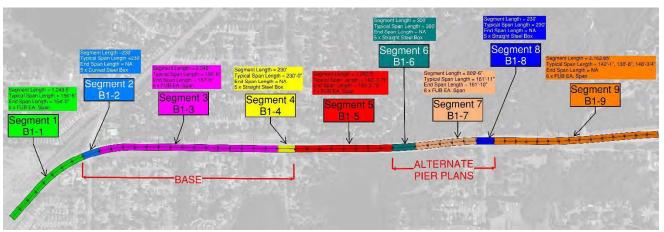


Figure 2. B1–SR 414 Viaduct Layout and Framing Plan



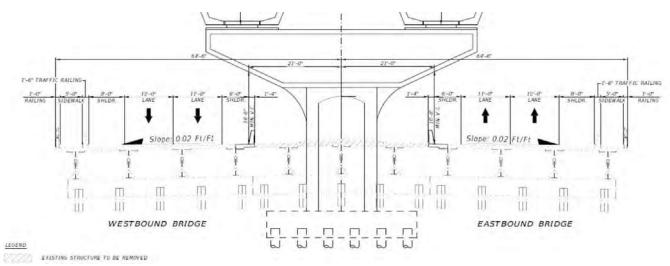
Figure 3. Beam Launcher with Temporary Post-Tensioning in Pier Cap (Ex. I-395 DB)



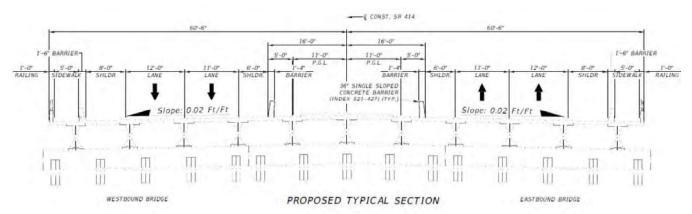
Figure 4. Precast Wing Lifter and Temporary Post-Tensioning in Pier Cap (Ex. I-395 DB)



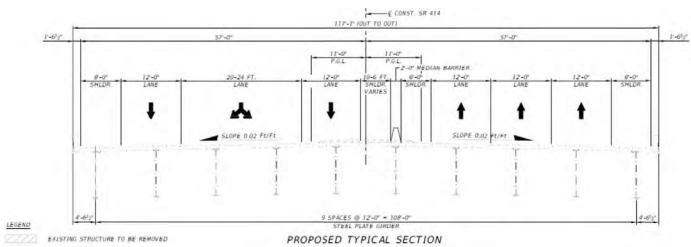
Figure 5A. B1 Typical Section (Br. XXXXXX) SR 414 Viaduct



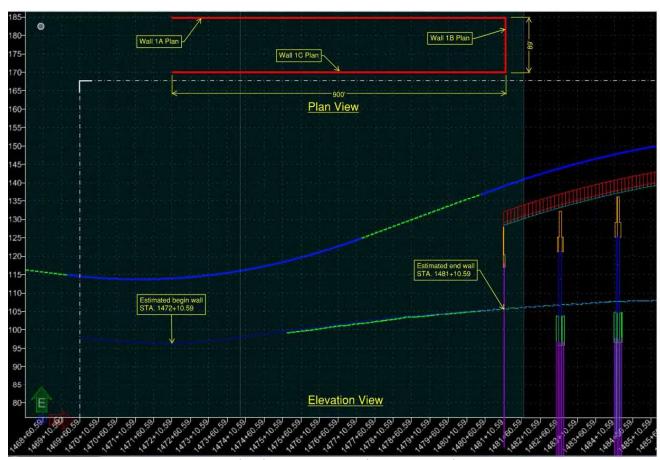
**Figure 5B.** B2 Typical Section (Br. 770074) SR 414 over Lake Bosse (PD&E BTM Figure 4-4)



**Figure 5C.** B3 Typical Section (Br. 770075) SR 414 over Little Wekiva River (PD&E BTM Figure 4-7)



**Figure 5D.** B4 Typical Section (Br. 770083) SR 414 over SR 434 (PD&E BTM Figure 4-8)



**Figure 6.** Wall 1 (W1) – B1 Viaduct (Begin Bridge) MSE Wall

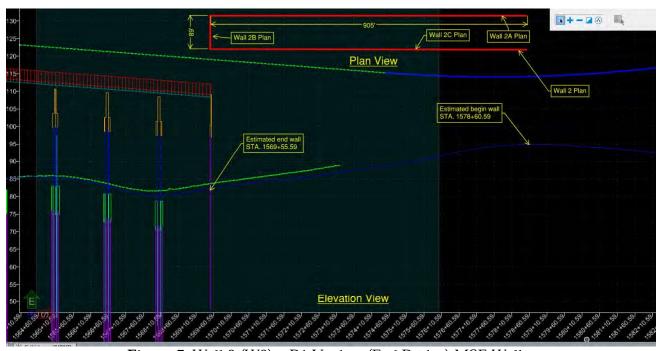


Figure 7. Wall 2 (W2) – B1 Viaduct (End Bridge) MSE Wall



Figure 8. Example Jack and Bore Pit (similar to RCW relocation need)



Figure 9. Transverse Stormwater pipes (Ex. near Eden Park Road)



**Figure 10.** New Mast Arm in PD&E Re-eval (structure 75M217 at WB SR 414 Offramp to Maitland Summit Blvd.)



**Figure 11.** Mast Arm in PD&E Re-eval (WB SR 414 Offramp to Sr 434 with Bridge Mounted signal in background, looking east)

#### **4.12** Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
  - 1. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements.
  - 2. Finalize the pond design at the 60% submittal for those ponds that will require acquisition of new right-of-way if applicable.
  - 3. Have its chief drainage engineer (or designate) 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 maps and/or existing 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. Identify in the Preliminary (30%) Design Report any existing drainage concerns along the corridor and potential fixes or modifications.
- 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by the Supplemental Agreement.
- 9. Design stormwater management facilities for the project. For the roadway segment from US-441 to SR 434 the pond site recommendations and configurations included in the Pond Siting Report (PSR) for CFX 414-227 dated February 2022 will be used. If deviations from these pond sites are discovered, then a supplement agreement shall be added for the additional effort. For the segment from SR 434 to Keller Road, a separate pond siting effort is being conducted as part of this project under separate scope.
- 10. Design storm drain inlets and pipes for the proposed bridge structures, roadway widening, and at-grade modifications depicted in the concept plans in accordance with design standards documented herein. Should quantities in excess of those estimated in the included Staff Hour Estimate (SHE) sheets be realized during design, the Consultant shall contact CFX's Project Manager to negotiate a Supplemental Agreement for the additional effort required.
- 11. Perform a Bridge Hydraulics Report (BHR) for the Lake Bosse Bridge crossing only. No BHR at the Little Wekiva River is included. CFX shall provide CONSULTANT with data collected in the Location Hydraulic Report for the crossing as well as the preliminary model. Excludes permitting with FEMA.
- 12. One cross-drain evaluation of the (3) 36" culverts near Maitland Summit Blvd is included, using the velocity method.

- 13. Complete floodplain compensation analysis for the fill impact at Lake Bosse Bridge. Excludes permitting with FEMA.
- 14. Design storm drain inlets and pipes for the proposed bridge structures, roadway widening, and at-grade modifications depicted in the concept plans in accordance with design standards documented herein. Should quantities in excess of those estimated in the included Staff Hour Estimate (SHE) sheets be realized during design, the Consultant shall contact CFX's Project Manager to negotiate a Supplemental Agreement for the additional effort required.
- 15. Prepare a Hydroplaning Analysis Memorandum for the areas of new construction only, in accordance with requirements of the Drainage Manual and Handbooks, for those sections requiring analysis.
- 16. Prepare Drainage Design Documentation report to document the design efforts and be used to support permitting.

#### **4.13** Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT Design Manual (FDM), FDOT Standard Plans, CFX Design Guidelines, applicable CFX Lighting Details 911' x17" format), and CFX specifications. These plans shall include roadway and ramp lighting fixtures, overhead sign lighting, underdeck lighting, pedestrian lighting and box girder maintenance lighting. The work shall include coordination with the local utility to provide electrical service.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project. The LED lighting fixtures that will be used in the lighting design will be Signify Road Focus RFL Generation 2 with 3000K CCT.
- C. Plan sheet scale shall be at 1"=50' scale for the roadway lighting plans, 1"=1000' for project layout, and 1"=20' scale for the box girder maintenance lighting plans.
- D. The Consultant shall collect information from the local maintaining agency and conduct field reviews to determine existing conditions. Existing field conditions shall be documented in the Lighting Design Analysis Report (LDAR) with information and photographs collected from field reviews including, but are not limited to, the following:
  - Existing intersection lighting
  - Existing roadway lighting

- Utility electrical power service
- E. The LDAR shall include, at the minimum, per information given in the CFX Design Guidelines, and the following:
  - 1. Executive summary
  - 2. Project overview
  - 3. Proposed lighting including lighting analysis, roadway lighting, underdeck lighting, sign lighting, pedestrian lighting, and maintenance box girder lighting
  - 4. Luminaire cut sheets
  - 5. FAA coordination
  - 6. Power Design Analysis Report (PDAR) can be included as part of LDAR or as a separate report
  - 7. Information from the filed reviews
  - 8. Correspondence with the local power companies including authorities having jurisdiction
- F. The PDAR shall include, at the minimum, per information given in the CFX Design Guidelines, and the following:
  - 1. The report write-up shall include (a) Introduction, (b) methodology and design assumptions for various types of calculations
  - 2. The appendices of report shall include voltage drop calculations, load analysis, short circuit current calculations, device coordination including time-current curves, and arc flash hazard analysis.

#### **4.14** Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
  - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
  - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare

the maintenance of traffic plan.

- 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise 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. Temporary Traffic Control (TTCP) Analysis: The CONSULTANT shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), and traffic monitoring sites. 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 (the CONSULTANT may need to provide a temporary drainage design). The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs) or Utility Work By Highway Contractor (UWHC).

In the analysis, the CONSULTANT shall investigate the need for temporary traffic signals (including temporary timings), temporary signal detection, temporary lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling. The Temporary TTCP shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate CFX and DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Temporary Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CFX's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CFX and DEPARTMENT personnel. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, detour route deterioration, transit agency routes and features, and other eventualities. The CONSULTANT shall be responsible for obtaining the local authorities' permission for use of detour routes not on state highways. Affected transit agencies shall be notified in advance about bus route lane closures and detours via the DEPARTMENT. The CFX will provide the lane closure hours for roadways within their jurisdiction. The CONSULTANT shall perform a Lane Closure Analysis for roadways outside of CFX's jurisdiction.

5. Master TTCP Design Files - The CONSULTANT shall develop master Temporary Traffic Control Plan (TTCP) files showing each phase of the TTCP, including all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices and temporary pedestrian travel ways.

#### **4.15** Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans in accordance with the CFXDG including layouts showing the locations of ground mounted and overhead signs, special sign details, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. All Signing and Pavement Marking CADD files must be in FDOT SS10 format

#### **4.16** Signalization Plans

- A. The Consultant shall prepare designs and contract documents for final Signalization Plans including layouts showing the locations of mast arms, bridge mounted signal heads, and pedestrian features; special signal details; internally illuminated street name sign details; intersection 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. Signalization Plans shall be developed for the following intersections:
  - Maitland Blvd at Rose Ave / Bear Lake Rd
  - Maitland Blvd at Eden Park Rd
  - Maitland Blvd at Magnolia Homes Rd
  - Maitland Blvd at Gateway Blvd
- B. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

- C. Signalization Plans shall incorporate the requirements, standards, and specifications of the local maintaining agency (Orange County) including specific technology preferences.
- D. Signalization Plans shall include elements consistent with the ongoing Advanced Traffic Management System (ATMS) efforts of Orange County, including microwave vehicle detection systems (MVDS), Bluetooth automated vehicle identification (AVI) systems, CCTV cameras, ATC-model controllers, and network equipment. Fiber optic interconnect shall provide communication between each signalized intersection and the Orange County network.
- E. The Consultant shall determine proper signal phasing, timing plans, and coordination—including cycle length, splits, force offs, and offsets—for each intersection and develop preliminary timings.
- F. The Consultant shall collect information from the local maintaining agency and conduct field reviews to determine existing conditions. Existing field conditions shall be documented in a brief technical memorandum with information and photographs collected from field reviews including, but are not limited to, the following:
  - Existing signal and pedestrian phasing
  - Controller manufacturer, model number, firmware version, add-on software modules
  - Location and condition of signal structure(s)
  - Type of vehicle detection systems
  - Signal interconnect
  - Controller timing plans and parameters
  - Utility electrical power service
  - Conduit pathways and pull boxes
- G. The Consultant shall design temporary signals for operation during Maintenance of Traffic, as necessary.

#### 4.17 Right-of-Way Documents

A. NA

#### **4.18** Cost Estimates

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

#### **4.19** Special Provisions and Specifications

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

#### **4.20** Fiber Optic Network (FON)

#### A. Fiber Optic Infrastructure Plans

- 1. The site construction plans shall be developed at a scale of 1"= 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details, as necessary. The limits of the FON include approximately 500' west of US 441 (Orange Blossom Trail) to Keller Road and include parallel fiber optic backbone and redundant feeder located on both sides of SR 414.
- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - Fiber optic cable route marker detail (standard details provided)
  - j. Fiber count per conduit
  - k. Communications interconnect
  - 1. Connectivity with the FON backbone conduits
  - m. Controller cabinet, structure, and foundation details for proposed CFX device sites.
  - n. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for

- proposed sites and existing sites where the total site load is being significantly modified.
- o. Prepare short circuit current, selective coordination, and arc flash hazard assessment for each new service
- p. Grounding
- q. Tabulation 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. Avoid attaching ITS devices to bridges
- v. Installation of new and replacement of existing CCTV camera sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). CCTV cameras shall be installed on steel device poles with camera lowering devices and provided complete coverage of the mainline travel lanes, shoulders, and on/off-ramps, as well as verification of each DMS display.
- w. Installation of new data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- x. Installation of new and replacement of existing dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). DMS shall be installed at the following locations:
  - SR 414 Westbound east of US 441 (full-span)
  - SR 414 Eastbound east of Eden Park Rd (full-span)
  - SR 414 Westbound west of Maitland Summit Blvd (cantilevered)
- y. Installation of new and replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). MVDS shall be installed on device poles and DMS overhead structures and provide individual detection zones for both directions of the mainline and each on and off-ramp, on a per lane basis.
- z. Installation of new Wrong-Way Vehicle Detection Systems (WWVDS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). WWVDS shall be installed at all off-ramps including the following locations:

- SR 414 Westbound Off-Ramp at US 441 / SR 500 (Orange Blossom Trl)
- SR 414 Eastbound Off-Ramp at US 441 / SR 500 (Orange Blossom Trl)
- SR 414 Westbound Off-Ramp at SR 434
- SR 414 Eastbound Off-Ramp at SR 434
- SR 414 Westbound Off-Ramp at Maitland Summit Blvd
- SR 414 Eastbound Off-Ramp at Maitland Summit Blvd
- SR 414 Westbound Off-Ramp at Keller Rd
- SR 414 Eastbound Off-Ramp at Keller Rd
- 3. The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g., CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls

#### B. Splice and Cable Routing Details

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

#### C. Maintenance of Fiber Operations

- 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
- 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
- 3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

#### **4.21** Tolling Gantry Facilities

- A. This proposal includes new mainline All-Electronic Tolling (AET) gantries, one for each direction of traffic for the elevated viaduct, concrete pads for toll equipment enclosures to be provided by the Toll Equipment Contractor (TEC), standby power generator and fuel tank, loop pavement, conduits, pull boxes for electric power and data communications cabling to be provided by the TEC.
- B. Toll Facility Plans to be provided will be similar to those provided for the Contract 417-150 (Narcoosee Toll Facilities), and include, but not be limited to the following:
  - 1. Civil/site plan
    - a. Grading
    - b. Parking & maintenance pull-off pavement
    - c. Concrete pavement details
    - d. Temporary Traffic Control plan
      - i. Construction of new conc pavement (maintain one lane minimum of existing ramp traffic, and maintain ability to run thru existing plaza)
      - ii. Demolition of existing plaza likely requiring slight diversion of ramp traffic once new ramp toll plaza is operational.
  - 2. Gantry structure
    - a. See Miscellaneous Structures
    - b. Structural notes
    - c. Foundation plan (Geotech) (covered in SA #3)
    - d. Truss plan and elevation
    - e. Truss details
  - 3. Electrical & Generator LP gas tank & piping

- a. Electrical plan
- b. LP tank plan and piping diagram
- c. Plaza demolition electrical plan
- d. Plaza generator LP tank demolition plan
- e. Lightning protection plan
- f. Toll equipment power riser
- g. Panel schedules
- h. LP piping and tank installation details
- i. Misc. electrical details
- j. Power Design Analysis Report (minimum inclusion: generator sizing, fuel tank sizing with other required design calcs).
- k. Cabinet details

#### C. Assumptions

- 1. Toll facility site location to be provided by CFX.
- 2. Toll facility will not include a climate-controlled brick-and-mortar roadside technical building for toll equipment, but only pads for toll equipment cabinets.
- 3. The location of toll equipment cabinets, maintenance service access and parking has not been determined, but will likely be nearby either at grade or on viaduct embankment, and not located on bridge structure.
- 4. Toll gantries must have adequate separation from overhead electric transmission lines.
- 5. Toll equipment will be provided by the Toll Equipment Contractor, including, but not limited to, toll equipment cabinets, peripheral tolling devices, computers, cameras, illuminators, loop detectors, toll system power and data cabling, etc.
- 6. ITS fiber optic communication lines will be provided under ITS scope.
- 7. Toll gantry structures will be provided under Structural scope.

#### **4.22** 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 (5) 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 (2) weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract

is underway.

- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all AsBuilt drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings. Record drawings shall be prepared in accordance with the CFX Design Guidelines.

#### **4.23** Landscape Analysis

- A. SR 414 Landscape Opportunity Plans 1" = 50'. Includes identification of landscape areas in compliance with FDM and cross section engineering constraints. The graphic plans will include typical sections, recommended plant palette to convey the general opportunities for landscape development.
  - 1. 90% Plans Preliminary Submittal
  - 2. 100% Plans Final Submittal
  - 3. 90% & 100% Cost estimate based on square footage of landscape area.
- B. Maitland Boulevard Median Hardscape Visioning Boards Preparation of Vision Hardscape boards to address potential hardscape treatments in compliance with FDM requirements. Features may include specialty pavements, raised planters, public art, and aesthetic lighting. Visioning may utilize photos, sections, elevations and details to define aesthetic direction.

- 1. Submittals Preliminary and Final Submittal
- 2. Up to three (3) 36" x 42" Vision Boards.

#### C. Meetings

- 1. Kickoff Meeting One (1) meeting
- 2. Site Review Meeting One (1) meeting
- 3. Bi-weekly Progress Meetings 26 months/13 Meetings
  - a. TWO (2) meetings Focused on Landscape Opportunity/Median Hardscape Visioning
- 4. OWNER Design Meetings
  - a. CFX (Biweekly/13 mtgs) Four (4) Landscape Opportunity/Median Hardscape Meetings
  - b. FDOT (Quarterly/10 mtgs) Two (2) Landscape Opportunity/Median Hardscape Meetings
  - c. Public Meetings– In Person One (1) meeting
  - d. In Person Public Meeting One (1) meeting included
- 5. Atkins Internal Meetings
  - a. Kickoff One (1) meeting
  - b. Design Coordination Meetings Twenty-Four (24) meetings

#### 5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

- **5.1** Record Documents
  - A. CFX will provide the Consultant, within ten (10) 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
  - 6. AVI Percentages

#### **5.3** Other

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

#### 6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

- **6.1** Right-of-Way Acquisition
  - A. If necessary, CFX, or its designee, will review all right-of-way maps, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.
- **6.2** Utility Agreements
  - A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.
- **6.3** Public Involvement
  - A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.
- **6.4** Contracts and Specifications Services

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

#### **6.5** Post-Design Services

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

#### **6.6** Environmental Permits

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

#### **6.7** Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide proposed sound wall locations, if applicable.
- 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 is responsible 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 (2) 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 typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes 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. The FDOT plan review checklist shall be attached, and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.
- C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing 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 ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) 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. 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 summary of quantities

sheet or cross sections.

- 11. Calculations showing cost comparisons of various alternatives considered.
- 12. Calculations of quantities.
- 13. Documentation of decisions reached resulting from meetings, telephone conversations, emails, or site visits.
- 14. Lighting and voltage drop calculations.
- 15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

#### **7.13** Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  - 1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)
  - 2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
  - 3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
  - 4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)
  - 5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).
  - 6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
  - 7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

- 8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)
- 9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
- 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)
- C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.
- D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.
- E. 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.
- F. The Consultant shall submit all CADD files in FDOT SS10 format, including GEOPAK files, used in the preparation of the plans, with all plan phase submittals.
- G. The Consultant shall submit files pertaining to the design survey.
  - 1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.
  - 2. Reports showing the results of horizontal and vertical control

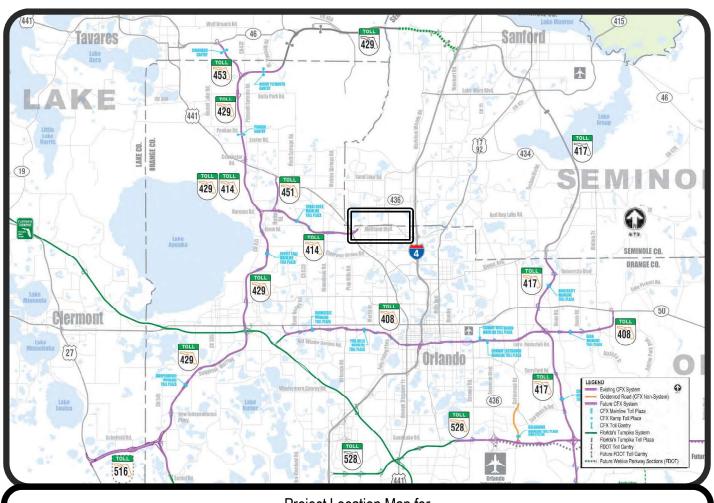
network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

- 3. Reports showing field check cross sections compared to point cloud and TIN.
- 4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

#### **7.14** Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

Project No. 414-208 Contract No. 001971



Project Location Map for SR 414 Expressway Extension – US 441 to Maitland Summit Boulevard (414-208)

G. 4.





### **CFX Programs**

# Disadvantaged, Minority and Women owned Business Enterprise Program (D/M/WBE)

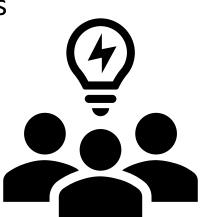
• We have established a 15% objective in CFX procurement solicitations

### **Small Sustainable Business Enterprise Program (SSBE)**

Participants compete with like size companies

### Disadvantaged Business Enterprise Program (DBE)

Construction projects that are federally funded





## **Supplier Diversity Program Participants**



### **D/M/WBE Program**

Firms certified by:

- City of Orlando
- Orange County
- FDOT



### **SSBE Program**

Companies are registered with CFX as a SSBE firm



### **DBE Program**

Firms certified by Florida Unified Certification Program



## CFX FY22&23 D/M/WBE Contract Award

Fiscal Year	Total Award Amount	Total Minority Award Amount	Percentage of Utilization
2022	\$803,295,703.96	\$126,072,706.14	16%
2023	\$154,573,084.27	\$27,387,211.84	18%



## **Community Partners**





































## **Community Engagement**

- Conferences
- Forums
- Vendor Trade Fairs

















## **Ongoing Initiatives**



**Provide Opportunities** 



**Encourage Small Business Growth** 



**Small Business Support** 



## The Office of Supplier Diversity

COMPETITIVE STRATEGIC PLANNING RANSPARENT **FOCUS SUPPLIER PROFESSIONAL | BUSINESS ADVERTISING** EDUCATE EQUALITY | GROUPS | FAIR INDENTITY **STRENGTHEN POLICY GROUPS** 

