

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**BOARD MEETING**  
**February 8, 2024**  
**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 DECEMBER 14, 2023 BOARD MEETING MINUTES (action item)**

**D. APPROVAL OF CONSENT AGENDA (action item)**

**E. REPORTS**

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

**F. REGULAR AGENDA ITEMS**

1. **BOARD OFFICER ELECTIONS** – *Jo O. Thacker, Interim General Counsel* (action item)
2. **TRANSPORTATION BOARD APPOINTMENTS** - *Chairman* (action item)
  - **METROPLAN REPRESENTATIVE**
  - **METROPLAN ALTERNATE**
  - **TEAMFL REPRESENTATIVE**

**(CONTINUED ON NEXT PAGE)**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

3. **NORTHEAST CONNECTOR EXPRESSWAY PHASE 2 PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY** – *Dana Chester, Director of Engineering* (action item)
4. **DRAFT STRATEGIC PLAN** – *Sue Chrzan, Chief of Staff/Public Affairs Officer* (info item)

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

*Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, 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 [Malaya.Bryan@CFXway.com](mailto:Malaya.Bryan@CFXway.com) at least three (3) business days prior to the event.*

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



C.

APPROVAL OF  
BOARD MEETING MINUTES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES BOARD MEETING December 14, 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 9:02 a.m. by Vice Chairman Arrington.

#### Board Members Present:

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 Christine Moore, Orange County  
Joe Nunziata, Gubernatorial Appointment  
Commissioner Sean Parks, Lake County

#### Board Member Appearing Telephonically:

Mayor Jerry Demings, Orange County (Chairman)

#### Board Member Not Present:

Commissioner Tom Goodson, Brevard County

#### Staff Present at Dais:

Michelle Maikisch, Executive Director  
Mimi Lamaute, Board Recording Secretary

#### Others Present at Dais:

Jo O. Thacker, Esquire, Interim General Counsel, Nelson Mullins Riley & Scarborough LLP

#### Non-Voting Advisor Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

**B. PUBLIC COMMENT**

- **Public Comment (In-Person):** There were no written public comments received.
- **Public Comment (Written):** There were no written public comments received.

**C. APPROVAL OF OCTOBER 12, 2023 BOARD MEETING MINUTES**

A motion was made by Commissioner Herr and seconded by Mayor Dyer to approve the October 12, 2023 Board Meeting Minutes as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mayor Demings voting AYE telephonically. Two (2) Board Members, Commissioner Goodson and Commissioner Moore were not in attendance.

**D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval as follows:

**ADMINISTRATIVE SERVICES**

1. Approval of Supplemental Agreement No. 1 with Rubin, Turnbull & Associates, Inc. for Advocacy and Consultant Services, Contract No. 001382 (Agreement Value: \$45,000.00)

**CONSTRUCTION**

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

Project 408-167	Chinchor Electric, Inc.	\$ 45,350.00
Project 414-640	United Signs & Signals, Inc.	\$ (342,837.55)
Project 417-141	Hubbard Construction Company	\$ 1,989,104.33
Project 417-142	Prince Contracting, LLC	\$ 1,103,210.19
Project 417-149	Sacyr Construccion SA, Inc.	\$ 161,832.32
Project 417-151	Ranger Construction Industries, Inc.	\$ 546,486.27
Project 429-153	SEMA Construction, Inc.	\$ 1,598,746.24
Project 599-646	SICE, Inc.	\$ 252,787.42
3. Approval of Contract Award to DRMP, Inc. for Systemwide Construction Engineering and Inspection (CEI) Services, Contract No. 002061 (Agreement Value: not-to-exceed \$4,500,000.00)
4. Approval of Payments to Hubbard Construction Company and Dura-Stress, Inc. for Material Price Index Adjustments for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$122,891.63 and \$122,891.64)

5. Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustments for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$131,208.47)
6. Approval of Payment to The Lane Construction Corporation for a Material Price Index Adjustment for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$2,724.19)
7. Approval of Payments to The Lane Construction Corporation and Dura-Stress, Inc. for Material Price Index Adjustments for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$458,717.75 and \$458,717.76)

#### ENGINEERING

8. Approval of Third Contract Renewal with Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145 (Agreement Value: \$8,438,745.00)
9. Approval of DLR Mobile Repair Inc. dba DLR Services as Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
10. Approval of Supplemental Agreement No. 5 with WGI, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 1), Project No. 538-234, Contract No. 001647 (Agreement Value: not-to-exceed \$120,847.77)
11. Approval of Supplemental Agreement No. 4 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 2), Project No. 538-235, Contract No. 001648 (Agreement Value: not-to-exceed \$124,837.80)
12. Approval of Supplemental Agreement No. 1 with RS&H, Inc. for Professional Services for SR 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road), Project No. 534-243, Contract No. 001921 (Agreement Value: not-to-exceed \$661,667.69)
13. Approval of Contract Award to Ranger Construction Industries, Inc. for SR 429 and SR 414 Resurfacing, Project No. 429-745, Contract No. 002046 (Agreement Value: \$11,880,659.86)
14. Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 528 Dallas Boulevard Interchange, Project No. 528-307, Contract No. 002047
15. Approval of Contract Award to Gomez Construction Company for CFX East District Facility Renovation & 525 S. Magnolia Ave. - Parking Lot Phase II, Project Nos. 599-416C & 599-421B, Contract No. 002048 (Agreement Value: \$3,446,426.21)
16. Approval of Final Ranking and Authorization for Negotiations for Professional Engineering Consultant Services for the Project Development and Environmental Study of the SR 417 Widening from SR 528 to SR 408, Project No. 417-178, Contract No. 002056

17. Approval of Supplemental Agreement No. 1 with CSX Transportation, Inc. for Preliminary Engineering Services for CR 532/Osceola Polk Line Road Widening, Project No. 538-235A, Contract No. 002065 (Agreement Value: not-to-exceed \$25,000.00)
18. Approval of Mitigation Credit Purchases with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank, Project No. 528-168 (Agreement Value: not-to-exceed \$135,000.00)
19. Authorization for Executive Director to Enter Into Agreements with Gopher Tortoise Recipient Sites for SR 516 (Agreement Value: not-to-exceed \$600,000.00)

#### FINANCE

20. Approval of Final Ranking and Authorization for Negotiations for Workday Enterprise Resource Planning Implementation Services, Contract No. 002057

#### INTERNAL AUDIT

21. Acceptance of Internal Audit Report:
  - a. Fiscal 2023 Sensitive Data Review
  - b. Fiscal 2024 Visitor Toll Pass Program and Transponder Interoperability Fraud Review

#### LEGAL

22. Approval of Subconsultants to Nelson Mullins Riley & Scarborough LLP for Right of Way Counsel Services Contract No. 001953
23. Approval of First Contract Renewal with Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. for Legal Services, Contract No. 001982 (Agreement Value: \$0)
24. Approval of Mediated Settlement Agreement Between Whispering Pines Plantation, LLC and CFX, Project No: 528-757

#### MAINTENANCE

25. Approval of Purchase Order to Vertiv Corporation for Uninterruptible Power Supply (UPS) Unit (Agreement Value: not-to-exceed \$102,000.00)
26. Approval of Supplemental Agreement No. 4 and Ratification of Supplemental No. 3 with Aero Groundtek LLC for Landscape Maintenance Services for SR 408, SR 417 and CFX Headquarters, Contract No. 001680 (Agreement Value: not-to-exceed \$1,120,000.00 and \$160,000.00)

#### TECHNOLOGY/TOLL OPERATIONS

27. Approval of Purchase Order to CDW-G, LLC for CheckMarx Licenses (Agreement Value: not-to-exceed \$93,584.00)

28. Approval of Contract Renewal No. 4 with Kyra Solutions, Inc. for Image Processing Solutions, Contract No. 001660 (Agreement Value \$0)
29. Approval of Purchase Order to Dasher Technologies for Server and Equipment Maintenance and Support Services for the Infinity Toll Collection System (Agreement Value: \$526,408.26)
30. Approval of Purchase Order to Dasher Technologies for Veeam Backup Software Maintenance and Support Services (Agreement Value: not-to-exceed \$90,394.41)

#### TRAFFIC OPERATIONS

31. Approval of Contract Award to Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Systemwide Miscellaneous ITS Upgrades, Project No. 599-571, Contract No. 002016 (Agreement Value: \$1,500,000.00)
32. Approval of Purchase Order to Southwest Research Institute for Lane Control Subsystem Enhancements to SunGuide Software (Agreement Value: not-to-exceed \$109,000.00)

**A motion was made by Mr. Martinez and seconded by Commissioner Herr to approve the Consent Agenda as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mayor Demings voting AYE telephonically. Two (2) Board Members, Commissioner Goodson and Commissioner Moore were not in attendance.**

#### E. REPORTS

##### 1. CHAIRMAN'S REPORT

Vice Chairman Arrington announced that later in the meeting there will be a presentation about the economic benefits that CFX creates in the Central Florida region from our esteemed colleagues from the University of South Florida Center for Urban Transportation Research (CUTR).

##### 2. TREASURER'S REPORT

Mr. Christopher "CJ" Maier reported that as of the end of October 2023, CFX's toll revenue year-to-date were \$234,000,000, which is 1% over projection.

In the month of October, E-PASS customers saved \$12,100,000 through the 2023 State Toll Relief Program and \$110,000,000 total in the first ten months of the program.

Total Operations, Maintenance and Administration expenses were \$31,000,000, which is 9% under budget.

After debt service, the total net revenue available for projects was \$141,500,000.

### 3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch reported that as of CFX's last board meeting the Department of Highway Safety and Motor Vehicles has provided CFX with an additional two (2) troopers. There are now 10 troopers patrolling the CFX system. She thanked Governor DeSantis, his team, the Department of Highway Safety and Motor Vehicles, Executive Director Kern and FHP Troop D Chief, Chris Blackmon. Staff continues the conversations regarding CFX's request for the remaining 6 troopers.
- Earlier this month CFX's Uni Multi-State transponder and CFX's Visitor Toll Pass were included in an article in the *New York Times* as part of a story relating to national toll interoperability. Congratulations to the communications and operations teams.
- Ms. Maikisch announced that she did a technical interview and CFX's team provided a tour of its solar array projects to a news crew from NBC out of New York. CFX's collaboration with the Ray in Georgia led to a reporter being interested in highlighting what CFX is doing for an upcoming special that will be hosted by Al Roker. Details on the actual broadcast dates will be shared once they are available.
- Finally, she announced that the CFX will be holding its Sixth Annual Chili Cook-Off. This signature event allows staff, consultants and vendors to have a little fun and compete against one another for a great cause. This year, the funds raised will go to Abilities Workshop, a non-profit that assists families with a variety of programs and workshops to help navigate the process if a child has been diagnosed with autism or another special need. The Chili Cook-Off is Thursday, January 25th. Tickets are only \$10.

*Commissioner Moore arrived at this time: 9:06 a.m.*

### F. REGULAR AGENDA ITEMS

#### 1. APPROVAL OF COMMITTEE APPOINTMENTS

Board Member, Ralph Martinez, is nominating Mr. Charles Lee for reappointment to the Environmental Stewardship Committee.

Board Member, Christopher "CJ" Maier, is nominating Mr. Rick Pullum to the Audit Committee.

Mr. Joe Nunziata disclosed that Mr. Pullum is the President of One Florida Bank, and that Mr. Nunziata is on the Board of that bank. He stated that Mr. Pullum would be a great addition to the Audit Committee.

**A motion was made by Mr. Martinez and seconded by Commissioner Herr to approve the reappointment of Mr. Charles Lee to the Environmental Stewardship Committee and the appointment of Mr. Rick Pullum to the Audit Committee. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mayor**

**Demings voting AYE telephonically. One (1) Board Member, Commissioner Goodson was not in attendance.**

**2. FISCAL YEAR 2023 FINANCIAL STATEMENTS**

Mr. Michael Carlisle, Director of Accounting and Finance and Mr. Joel A. Knopp, Shareholder, MSL CPAs & Advisors detailed the FY 2023 Financial Statements.

**A motion was made by Mr. Nunziata and seconded by Mr. Martinez for acceptance of Fiscal Year 2023 Financial Statements. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mayor Demings voting AYE telephonically. One (1) Board Member, Commissioner Goodson was not in attendance.**

**3. FLORIDA TRANSPORTATION COMMISSION REPORT UPDATE**

Ms. Sue Chrzan, Chief of Staff/Public Affairs Officer, provided details and an update on the Florida Transportation Commission Report.

The Board Members asked questions which were answered by Ms. Chrzan.

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

*Mayor Demings was no longer participating telephonically at this time: 9:21 a.m.*

**4. SR 516 LAKE/ORANGE EXPRESSWAY – SEGMENT 3 FROM LAKE/ORANGE COUNTY LINE TO SR 429**

Mr. Dana Chester, Director of Engineering, requested award of the construction contract to SEMA Construction, Inc. He provided project highlights, detailed the project timeline and described the bids received for the SR 516 Lake/Orange Expressway – Segment 3 from Lake/Orange County Line to SR 429 project.

**A motion was made by Commissioner Parks and seconded by Commissioner Moore to approve the award of the contact to SEMA Construction, Inc. for the SR 516 Lake/Orange Expressway – Segment 3 in the amount of \$218,890,000.00. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Mayor Demings and Commissioner Goodson were not in attendance.**



5. **CENTER FOR URBAN TRANSPORTATION RESEARCH (CUTR) STUDY, THE ECONOMIC IMPACT AND BENEFITS OF THE CFX FIVE-YEAR WORK PLAN**

Mr. Sisinnio Concas, Program Director, USF Center for Urban Transportation Research explained the results of the Economic Impact and Benefits of the CFX Five-Year Workplan to the region.

The Board Members commented and asked questions which were answered by Mr. Concas.

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

**G. BOARD MEMBER COMMENT**

The following Board Member commented:

- Mr. Maier

Vice Chairman Arrington announced that there will not be a January Board meeting. The next Board Meeting is scheduled for February 8, 2024.

**H. ADJOURNMENT**

Vice Chairman Arrington adjourned the Board Meeting at approximately 9:56 a.m.

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Commissioner Brandon Arrington  
Vice Chairman  
Central Florida Expressway Authority

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Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2024.

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

D.

Consent Agenda

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

February 8, 2024

### CONSTRUCTION

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

Project 408-430	S.A. Casey Construction, Inc.	(\$ 22,073.19)
Project 417-149	Sacyr Construccion SA, Inc.	\$ 30,201.46
Project 417-151	Ranger Construction Industries, Inc.	\$ 105,975.84
Project 429-154	The Middlesex Corporation	\$ 518,114.90
Project 599-171	Gibbs & Register, Inc.	(\$ 282,037.32)
2. Approval of Payment to Hubbard Construction Company and Precision Build Solutions, LLC d/b/a Tampa Tank for Material Price Index Adjustments for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$409,297.30 and \$224,785.25)
3. Approval of Payment to The Lane Construction Corporation for a Material Price Index Adjustment for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$653,213.53)
4. Approval of Contract Award to Rummel, Keppler & Kahl, LLP for Construction Engineering and Inspection (CEI) Services for SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429, Project No. 516-238, Contract No. 001989 (Agreement Value: not-to-exceed \$12,763,237.00)

### ENGINEERING

5. Approval of Purchase Order to Scott System, a division of Access Anvil Corporation for Custom Form Liner for CFX Dynamic in Pavement Charging Project, Project No. 516-237A (Agreement Value: \$105,256.76)

### FINANCE

6. Approval of Selection of Firms for Investment Banking Underwriting Services
7. Approval of Ramirez Asset Management Inc. as a Subconsultant to PFM Asset Management, LLC for Investment Advisor Services, Contract No. 001900

### LEGAL

8. Approval of CFX-Duke Energy Utility Relocation Agreement between the Central Florida Expressway Authority and Duke Energy Florida, LLC, Project No.: 538-235, Poinciana Parkway Extension
9. Approval of the Locally Funded Agreement Between the State of Florida Department of Transportation and Central Florida Expressway Authority (Agreement Value: \$73,925.00)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of Second Amendment to Memorandum of Agreement for Activities of Florida Highway Patrol Troop D Personnel on CFX System (Agreement Value: \$269,280.00)
11. Approval of the Resolution Declaring Property as Surplus Property Available for Sale, Project Number: 429-603, Parcel Nos.: 62-161 Part A, Portion 2 and 62-161 Part B, Portion 3
12. Approval of the Resolution Declaring Property as Surplus Property and Authorizing Sale to the City of Apopka, Florida, Project No.: 429-205 Parcel No.: 291 (Portion)

## **MAINTENANCE**

13. Approval of Contract Award to Jorgensen Contract Services, L.L.C. for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension Services, Contract No. 002062 (Agreement Value: \$34,128,600.00)

## **TECHNOLOGY/TOLL OPERATIONS**

14. Approval of Second Contract Renewal with Tews Consulting, Inc. for Information Technology Staff Augmentation Services, Contract No. 001656 (Agreement Value: \$0.00)
15. Approval of Purchase Order to Insight Public Sector, Inc. for Support Services (Agreement Value: \$153,634.41)

## **TRAFFIC OPERATIONS**

16. Approval of First Contract Renewal with Precision Contracting Services, Inc. for Maintenance of Fiber Optic Network (FON) Infrastructure, Contract No. 001423 (Agreement Value: \$649,300.00)
17. Approval of Task Order No. 1 with the University of Central Florida Board of Trustees under Master Interlocal Agreement, Contract No. 002017 (Agreement Value: not-to-exceed \$125,826.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from: December 17, 2023 through February 4, 2024
  1. 429-715: SR 429 and West Road Signal Replacement
  2. 599-407: Three Mainline Photovoltaic Deployment Design/Build Services
  3. Disclosure Counsel Services
  4. Landscape Maintenance Services for SR 408, SR 417, CFX's HQ and E-PASS Service Center

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. 408-174: SR 408 Widening Kirkman Road to Church Street - Design
  2. 408-428: CFX HQ Building Lighting Retrofitting
  3. 417-833: SR 417 Widening Landscape Installation, Econ Trail to Seminole County Line
  4. 429-183: SR 429 Widening PD&E Study
  5. 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road – CEI Services

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY


6. 528-181: SR 528 Turkey Creek Tropical Storm Ian Erosion – Construction
7. 528-778: SR 528 Bridge Improvements – Construction
8. 534-240: SR 534 Segment 1A - Design
9. 599-170B: Systemwide Interchange Waterbody Guardrail Protection Improvements - Construction
10. 599-426: Systemwide Generator Replacements
11. 599-524: Layer 2 Switch Equipment
12. 599-765: Systemwide Plaza Building Repairs and Roof Replacements – Construction
13. Construction Management Consultant
14. D/M/WBE Co-Financial Advisor
15. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
16. Systemwide Aquatic Vegetation Control Services

# **CONSENT AGENDA ITEM #1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

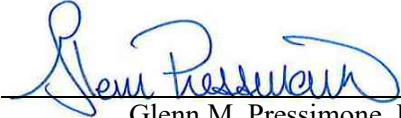
DATE: January 18, 2024

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 (\$) February 2024	Total Amount (\$) to Date*	Time Increase or Decrease
408-430	S.A. Casey Construction, Inc.	CFX Headquarters Building Retrofits Project	\$ 765,000.00	\$ 165,267.81	\$ (22,073.19)	\$ 908,194.62	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.	\$ 77,876,338.00	\$ 1,156,733.23	\$ 30,201.46	\$ 79,063,272.69	0
417-151	Ranger Construction Industries, Inc.	SR 417 Widening from Boggy Creek Road to Narcoossee Road	\$ 61,810,653.72	\$ 859,556.42	\$ 105,975.84	\$ 62,776,185.98	0
429-154	The Middlesex Corporation	SR 429 Widening from Tilden Rd. to Florida's Turnpike	\$ 97,659,429.92	\$ 670,463.43	\$ 518,114.90	\$ 98,848,008.25	0
599-171	Gibbs & Register, Inc.	Systemwide (SR 429 and SR 451) Median Protection Improvements	\$ 3,918,822.00	\$ -	\$ (282,037.32)	\$ 3,636,784.68	3
TOTAL					\$ 350,181.69		

\* Includes requested amount for this current month. Total to date does not include costs for material escalations or project incentives-disincentives.

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

**Project 408-430: CFX HQ Building Retrofits Project**  
**S.A. Casey Construction, Inc.**  
**SA 408-430-0224-04**

Modify Existing Contract Pay Items

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

DECREASE THE FOLLOWING ITEMS:

Allowance for Disputes Review Board	\$ (5,000.00)
Work Order Allowance	\$ (17,073.19)

<b><u>TOTAL AMOUNT FOR PROJECT 408-430</u></b>	<b><u>\$ (22,073.19)</u></b>
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**Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.**  
**Sacyr Construccion SA, Inc.**  
**SA 417-149-0224-06**

Modify Overhead Sign Structures PTSU-3 & PTSU-3A

Compensate the Contractor for the additional work included within Plan Revision 6.

ADD THE FOLLOWING ITEMS:

Modify overhead sign structures PTSU-3 & PTSU-3A.	\$	30,201.46
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**TOTAL AMOUNT FOR PROJECT 417-149**

**\$ 30,201.46**

**Project 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee Road**  
**Ranger Construction Industries, Inc.**  
**SA 417-151-0224-06**

Material Cost Increase

Compensation to the Contractor due to unanticipated material cost increases associated with a delay in the contract Notice to Proceed.

ADD THE FOLLOWING ITEMS:

Material Cost Increase	\$ 105,975.84
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**TOTAL AMOUNT FOR PROJECT 417-151**

**\$ 105,975.84**

**Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike**  
**The Middlesex Corporation**  
**SA 429-154-0224-02**

Fuel Adjustments: June 2022 to December 2023

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 June 2022 - December 2023. Adjustments are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. During this period of time \$82,527,932.71 of construction was performed.

ADD THE FOLLOWING ITEM:

Fuel Adjustments: June 2022 to December 2023	\$ 211,695.51
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Bituminous Adjustments: June 2022 to December 2023

The contract contains provisions for bituminous price index adjustments. In accordance with the terms of the Contract, the Engineer has calculated Bituminous Adjustments for the project period of June 2022 - December 2023. Adjustments are made only if the current month bituminous price index is greater or less than 5% of the bid/base asphalt price.

ADD THE FOLLOWING ITEM:

Bituminous Adjustments: June 2022 to December 2023	\$ 306,419.39
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<b><u>Total Amount for Project 429-154</u></b>	<b><u>\$ 518,114.90</u></b>
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**Project 599-171: Systemwide (SR 429 and SR 451) Median Protection Improvements**  
**Gibbs & Register, Inc.**  
**SA 599-171-0224-01**

Fuel Adjustments: June 2023 to November 2023

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 June 2023 through November 2023. Adjustments are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. During this period of time \$3,640,785.00 of construction was performed.

ADD THE FOLLOWING ITEM:

Fuel Adjustments: June 2023 – Nov 2023	\$	(4,000.32)
--	----	------------

Modify Existing Contract Pay Items

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

INCREASE THE FOLLOWING ITEMS:

Miscellaneous Asphalt Pavement	\$	50,114.00
Guardrail-Roadway, Double Face	\$	68,952.00
Rub Rail For Guardrail, Single Sided Rub Rail	\$	9,310.00
Rub Rail For Guardrail, Double Sided Rub Rail	\$	30,744.00
Guardrail End Treatment-Double Face Trailing Anchorage	\$	14,400.00
	\$	<u>173,520.00</u>

DECREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary, Contingency	\$	(450.00)
Guardrail-Roadway, General TL-3	\$	(51,272.00)
Special Guardrail Post-Encased Post For Shallow Mount - Contingency	\$	(10,385.00)
Guardrail End Treatment-Trailing Anchorage	\$	(7,200.00)
6" Black Steel Pipe Outer Duct, F&I - Contingency	\$	(52,250.00)
Allowance for Disputes Review Board	\$	(30,000.00)
Work Order Allowance	\$	<u>(300,000.00)</u>
	\$	(451,557.00)

SUBTOTAL THIS CHANGE:	\$	(278,037.00)
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Increase Contract Time 3 Calendar Days

The inclement weather from Hurricane Idalia impacted the Contractor's progress of the work on August 29, 30, and 31, 2023. The time extension is consistent with the provision of Article 6.7.3.


<b><u>TOTAL AMOUNT FOR PROJECT 599-171</u></b>	<b>\$</b>	<b><u>(282,037.32)</u></b>
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# **CONSENT AGENDA ITEM #2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: January 18, 2024

SUBJECT: Approval of Payment to Hubbard Construction Company and Precision Build Solutions, LLC d/b/a Tampa Tank for Material Price Index Adjustments for SR 417 Widening from International Drive to John Young Parkway  
Project No. 417-141

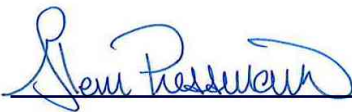
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Board approval is requested to issue payments to Hubbard Construction Company in the amount of \$409,297.30 and to Precision Build Solutions, LLC d/b/a Tampa Tank in the amount of \$224,785.25 for material price index adjustments for the SR 417 Widening from International Drive to John Young Parkway project.

These adjustments are an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts. The Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors with projects that meet the FDOT established criteria to adopt the cost indices.

The following items have been adjusted: Structural Steel.

Reviewed By: \_\_\_\_\_





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

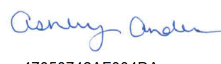
**July 20, 2022**

**DCE MEMORANDUM NO. 22-10**  
*(FHWA Approved 7-18-22)*

**TO: DISTRICT CONSTRUCTION ENGINEERS**

**FROM:** Tim Lattner, P.E., Director, Office of Construction

**COPIES:** Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

DocuSigned by:  
  
47050742AF004DA...  
For Tim  
Lattner, P.E.

**SUBJECT: STRUCTURAL STEEL AND STEEL SHEET PILING MATERIAL PRICE INDICES**

Due to recent volatility in prices of structural steel and steel sheet piling materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for structural steel and steel sheet piling as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new structural steel and steel sheet piling materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For material purchased by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A".  
Material price adjustments are not eligible for Contractor markup.
6. For material purchased by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values for design-build contracts.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to structural steel and steel sheet piling. Contractors may not elect to apply this Specification to one material, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
10. Additional project specific guidance for MPAs can be found on the Department's website:  
<https://www.fdot.gov/construction/material-price-adjustment>

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

**This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.**

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at [Ashley.Anderson@dot.state.fl.us](mailto:Ashley.Anderson@dot.state.fl.us).

TL/aa

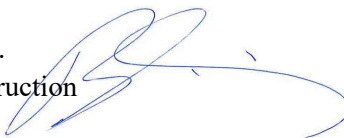


**CONSENT AGENDA ITEM  
#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: January 18, 2024


SUBJECT: Approval of Payment to The Lane Construction Corporation for a Material Price Index Adjustment for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway  
Project No. 538-165

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Board approval is requested to issue payment to The Lane Construction Corporation in the amount of \$653,213.53 for a material price index adjustment for the SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway project.

These adjustments are an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts. The Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors with projects that meet the FDOT established criteria to adopt this cost indices.

The following items have been adjusted: Copper, PVC.

Reviewed By:  \_\_\_\_\_



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

February 7, 2022

**DCE MEMORANDUM NO. 22-04**  
*(FHWA Approved 02/03/2022)*

**TO: DISTRICT CONSTRUCTION ENGINEERS**

**FROM:** Dan Hurtado, P.E., Director, Office of Construction

DocuSigned by:  
*Dan Hurtado*  
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**COPIES:** Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

**SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES**

Due to recent volatility in prices of aluminum, PVC, and copper materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for aluminum, PVC, and copper as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new aluminum, PVC, and copper materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, invoice quantity for conduit will be greater than contract quantity when multiple runs are required.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to aluminum, PVC, and copper. Contractors may not elect to apply this Specification to one included material, but not others.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Aluminum – MPAA
- Material Price Adjustment PVC – MPAP
- Material Price Adjustment Copper – MPAC

**This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.**

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at [Ashley.Anderson@dot.state.fl.us](mailto:Ashley.Anderson@dot.state.fl.us).

DH/aa


[www.fdot.gov](http://www.fdot.gov)

**CONSENT AGENDA ITEM  
#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 18, 2024

SUBJECT: Approval of Contract Award to Rummel, Keppler & Kahl, LLP for Construction Engineering and Inspection (CEI) Services for SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429  
Project No. 516-238, Contract No. 001989

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On August 10, 2023, the Board approved the final ranking and authorization to negotiate with firms for CEI Services for the SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429 project.

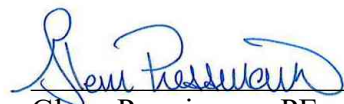
The work to be performed includes CEI services related to the construction of SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429.

Board award of the contract to Rummel, Keppler & Kahl, LLP is requested in the not-to-exceed amount of \$12,763,237.00.

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

Reviewed by:

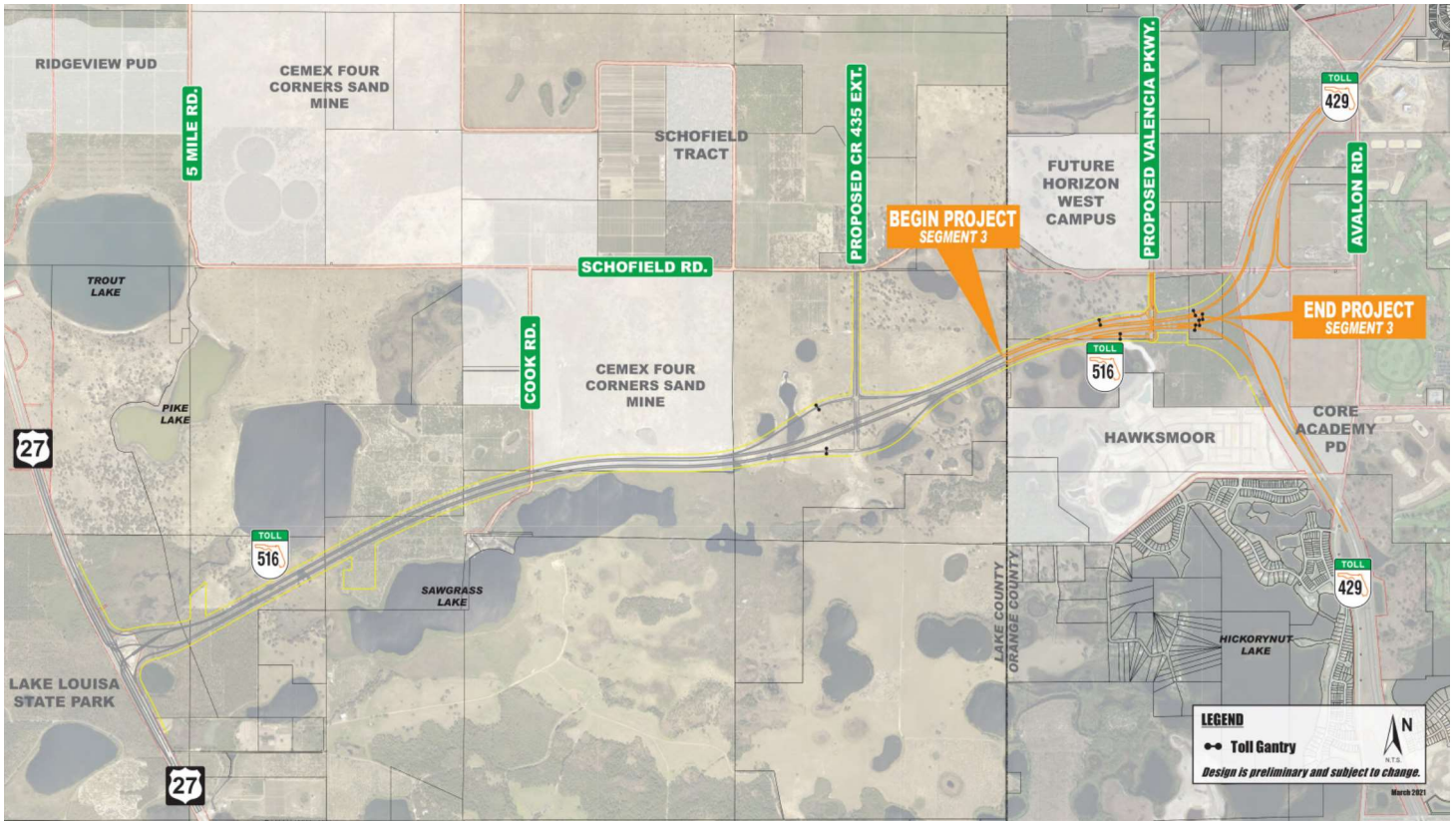
  
Ben Dreiling, PE  
Director of Construction

  
Glenn Pressimone, PE



# LAKE/ORANGE EXPRESSWAY: SEGMENT 3

LAKE/ORANGE COUNTY LINE TO SR 429





# **AGREEMENT**



**AND**

**RUMMEL, KLEPPER AND KAHL,  
LLP**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**FOR**

**SR 516 LAKE/ORANGE EXPRESSWAY FROM  
LAKE/ORANGE COUNTY LINE TO SR 429**

**PROJECT NO. 516-238  
CONTRACT NO. 001989**

**CONTRACT DATE: February 08, 2024  
CONTRACT AMOUNT: \$12,763,237.00**

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



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

**FOR**

**SR 516 LAKE/ORANGE EXPRESSWAY FROM  
LAKE/ORANGE COUNTY LINE TO SR 429  
PROJECT NO. 516-238**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001989**

**FEBRUARY 2024**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
AG	Agreement	1 to 19
	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”, Non-conflict Disclosure Form	

## Table of Contents

1.0	SERVICES TO BE PROVIDED .....	1
2.0	TERM OF AGREEMENT .....	2
3.0	PROJECT SCHEDULE .....	2
4.0	PROFESSIONAL STAFF.....	2
5.0	COMPENSATION.....	3
6.0	DOCUMENT OWNERSHIP AND RECORDS .....	4
7.0	COMPLIANCE WITH LAWS .....	6
8.0	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....	6
9.0	TERMINATION .....	6
10.0	ADJUSTMENTS.....	7
11.0	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....	8
12.0	INFRINGEMENT OF PATENTS AND COPYRIGHTS.....	9
13.0	INSURANCE .....	9
14.0	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	11
15.0	CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....	12
16.0	DOCUMENTED ALIENS.....	13
17.0	E-VERIFY CLAUSE .....	13
18.0	INSPECTOR GENERAL.....	13
19.0	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT..	13
20.0	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 .....	14
21.0	AVAILABILITY OF FUNDS .....	14
22.0	AUDIT AND EXAMINATION OF RECORDS .....	14
23.0	GOVERNING LAW AND VENUE .....	16
24.0	NOTICE .....	16
25.0	HEADINGS.....	16
26.0	CONTRACT LANGUAGE AND INTERPRETATION.....	17
27.0	ASSIGNMENT .....	17
28.0	SEVERABILITY .....	17
29.0	INTEGRATION.....	17
30.0	ATTACHMENTS .....	18

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001989**

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of February 2024 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and Rummel, Klepper and Kahl, LLP hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 3505 Lake Lynda Drive, Suite 207, Orlando, FL 32817.

WITNESSETH:

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

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

**1.0 SERVICES TO BE PROVIDED**

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001989, SR 516 Lake/Orange Expressway from Lake/Orange Lint to SR429. The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

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

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

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

The work covered by this Agreement includes providing CEI services for Contract No. 001989 including, but not necessarily limited to, *construction of roadways and bridges, signing, roadway lighting, drainage, and utilities*.

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

## 2.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed from CFX which includes the construction period of 35 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five-year term may be approved by CFX at its sole discretion. For purposes of **Exhibit "B"**, Method of Compensation, the term shall be 37 months.

## 3.0 PROJECT SCHEDULE

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

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

## 4.0 PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions,

and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

A2 Group, Inc. (DBE)	Civil/Site Engineering, Inc (DBE/SBE)
Element Engineering Group, LLC (DBE)	RS&H, Inc.
Greenfield Diversified, LLC d/b/a Consulex	GRL Engineers, Inc.
Johnson, Mirmiran & Thompson, Inc.	<b>KTA-Tator, Inc (removed)</b>
Mehta & Associates, Inc. (DBE)	Elipsis Engineering & Consulting LLC (DBE/SBE)
<b>WSP USA Environment &amp; Infrastructure, Inc. (added)</b>	

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, 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, the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract, and if 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) that authorization will require CFX Board approval. 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.

## 5.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$12,763,237.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the

administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

## 6.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 3505 Lake Lynda Drive, Suite 207, Orlando, FL 32817.

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

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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



## 7.0 COMPLIANCE WITH LAWS

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

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

7.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

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

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Paragraph 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

## 9.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the

CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

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

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

## 10.0 ADJUSTMENTS

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

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner

for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

#### 11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers, board members, 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, board members, 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, board members, or employees during the performance of the Agreement.

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a

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

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

## 12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 13.0 INSURANCE

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

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

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

13.1 Commercial General Liability coverage shall be on an occurrence form policy for

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

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

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

13.3 Workers' Compensation coverage shall be maintained in accordance with the laws of the State of Florida. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or

policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

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

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

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

## 15.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

#### 16.0 DOCUMENTED ALIENS

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

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

#### 17.0 E-VERIFY CLAUSE

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

#### 18.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 18.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide



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

## 20.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

## 21.0 AVAILABILITY OF FUNDS

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

## 22.0 AUDIT AND EXAMINATION OF RECORDS

### 22.1 Definition of Records:

- (i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm,

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

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

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

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

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

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

22.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 23.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 24.0 NOTICE

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

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

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

To CONSULTANT: Rummel, Klepper and Kahl, LLP  
3505 Lake Lynda Drive, Suite 207  
Orlando, FL 32817  
Attn: Mike Lausier, P.E.

Rummel, Klepper and Kahl, LLP  
3505 Lake Lynda Drive, Suite 207  
Orlando, FL 32817  
Attn: Chas Starr, P.E.

## 25.0 HEADINGS

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

## 26.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 27.0 ASSIGNMENT

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

## 28.0 SEVERABILITY

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

## 29.0 INTEGRATION

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

### 30.0 ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

Project No. 516-238  
Contract No. 001989

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 February 08, 2024.

**RUMMEL, KLEPPER AND KAHL, LLP**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

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

Print Name: Aneth Williams

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

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

Approved as to form and execution, only.

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

**EXHIBIT A**

**SCOPE OF SERVICES**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT**

##### **I.     PURPOSE**

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001989, SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429, Project No. 516-238.

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

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

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

##### **II.    GENERAL REQUIREMENTS**

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

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

##### **III.   BEGINNING AND LENGTH OF SERVICES**

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



#### IV. SERVICES

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

##### A. General

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

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

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

##### B. Resident Inspection

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

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

##### C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the guide, the CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work

items that are normally done in the vicinity of the project.

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

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

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

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

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

#### D. Management Engineering Services

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

Services include, but are not limited to the following:

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

distribute copies of these minutes to the appropriate parties.

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

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

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

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

Resident Engineer's office facilities.

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

an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

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

B. Personnel Qualifications

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

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

C. Staffing

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

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

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

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

to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

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

E. Personnel Training and Experience Standards

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

1. Resident Engineer/Sr. Project Engineer

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

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise

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

4. Senior Inspector (Roadway/Bridge)

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

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

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

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

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



## VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

- A. FDOT Standard Specifications for Road and Bridge Construction, edition required by contract documents.
- B. FDOT Roadway and Traffic Design Standards, edition required by contract documents.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.
- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items

necessary to maintain an office.

- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

#### VIII. LIAISON

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

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

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

## IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

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

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

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

## X. SUBCONSULTANT SERVICES

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

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

## XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project.

The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

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

## XII. POST CONSTRUCTION CLAIMS REVIEW

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


END OF SCOPE

**CONSENT AGENDA ITEM  
#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 25, 2024


SUBJECT: Approval of Purchase Order to Scott System, a division of Access Anvil Corporation for Custom Form Liner for CFX Dynamic in Pavement Charging Project  
Project No. 516-237A

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Board approval is requested to issue a purchase order to Scott System, a division of Access Anvil Corporation in the amount of \$105,256.76 for custom form liner as part of the Dynamic Wireless Power Transfer or Electrified Roadway pilot project on SR 516. This is a single source purchase.

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

Reviewed by:



Glenn Pressimone, PE  
Chief of Infrastructure

**CONSENT AGENDA ITEM  
#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 16, 2024

SUBJECT: Approval of Selection of Firms for Investment Banking Underwriting Services

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A Request for Proposals (RFP) from licensed firms to provide investment banking underwriting services was advertised on November 15, 2023. Responses were received from nineteen (19) firms by the December 20, 2023 deadline. Those firms were AmeriVet Securities, Inc., Bancroft Capital, LLC, Barclays Capital Inc., Blaylock Van, LLC, BofA Securities, Inc., Estrada Hinojosa & Company, Inc., J.P. Morgan Securities LLC, Jeffries LLC, Loop Capital Markets LLC, Mischler Financial Group, Inc., Morgan Stanley & Company LLC, PNC Capital Markets LLC, Raymond James & Associates, Inc., RBC Capital Markets, LLC, Samuel A. Ramirez & Co., Siebert Williams Shank & Co., LLC, Stern Brothers & Co., Truist Securities, Inc. and Wells Fargo Bank, N.A. Municipal Finance Group, Inc.

The Evaluation Committee met on January 11, 2024, and after evaluating the Technical Proposals selected five (5) firms for senior managers and seven (7) for co-managers.

The firms were ranked as follows:

### Senior Managers

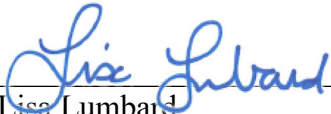
<u>Ranking</u>	<u>Firm</u>	<u>Points</u>
1	J.P. Morgan Securities LLC	385
2	BofA Securities, Inc.	383
3	RBC Capital Markets, LLC	382
4(T)	Jeffries LLC	378
4(T)	Wells Fargo Bank, N.A. Municipal Finance Group	378



## Co-Managers

1	Samuel A. Ramirez & Co., Inc. (D/M/WBE)	330
2	Barclays Capital Inc.	327
3	Siebert Williams Shank & Co., LLC	320
4	Raymond James & Associates, Inc.	315
5	Morgan Stanley & Company LLC	307
6	Truist Securities, Inc.	306
7	Estrada Hinojosa & Company, Inc.	301

The Finance Committee, at its January 24, 2024 meeting, approved the pool of investment banks that CFX will use during the next five years for underwriting services as submitted by the Evaluation Committee. Board approval of the final ranking and selection of the above banks is requested.

Reviewed by:   
Lisa Lumbar  
Chief Financial Officer

## **RFP-002066 Evaluation Committee Meeting- January 11, 2024 Minutes**

Evaluation Committee for **Investment Banking Underwriting Services; Contract No. 002066**, held a duly noticed meeting on Thursday, January 11, 2024, commencing at 10:00 A.M. in the Pelican Conference Room at CFX's Headquarters, Orlando, Florida.

### **Committee Members Present:**

Lisa Lombard, Chief Financial Officer  
Michael Carlisle, Director of Finance and Accounting  
Emily Rouse, Manager of Finance and Accounting  
Allison Teslia, Director – Lake County (Finance Committee)

### **Other Attendees:**

Aneth Williams, Director of Procurement  
Traci Parks -Chillon, Manager of Procurement  
Hope Scarpinato, PFM Financial Advisors, LLC /Technical Advisor  
Brent Wilder, PFM Financial Advisors, LLC /Technical Advisor – via TEAMS

### **Discussion:**

Ms. Williams began the meeting with introductions of the Committee members, collection of the disclosure forms and opened the floor for discussions.

General discussion ensued about the proposal submittals. Upon completion of the discussion, Committee members submitted their individual evaluation sheets to Ms. Williams who inputted all the scores on the attached senior manager summary sheet. The Committee unanimously agreed to choose the top five (5) firms to be senior managers. The co-manager summary sheet was developed by removing the five (5) Senior Manager firms and zeroing out the finance plan score for the remaining firms. Ms. Williams then inputted those scores on the attached co-manager summary sheet.


The committee unanimously agreed to choose the top five (5) senior and top seven (7) co-managers. The Committee's recommendation will be brought before the Finance Committee for their review and approval at their next meeting prior to being presented to CFX's Board as a consent agenda item.

The scores are as shown:

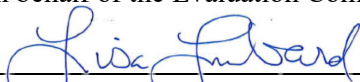
<b><u>Firm</u></b>	<b><u>Score</u></b>	<b><u>Rank</u></b>	<b><u>Underwriter Category</u></b>
J.P. Morgan Securities LLC	385	1	Senior Manager
BofA Securities, Inc.	383	2	Senior Manager
RBC Capital Markets, LLC	382	3	Senior Manager
Jeffries LLC	378	4	Senior Manager
Wells Fargo Bank, N.A. Municipal Finance Group	378	4	Senior Manager
Samuel A. Ramirez & Co., Inc.	330	1	Co-Manager (DMWBE)
Barclays Capital Inc.	327	2	Co-Manager
Siebert Williams Shank & Co., LLC	320	3	Co-Manager
Raymond James & Associates, Inc.	315	4	Co-Manager
Morgan Stanley & Company LLC	307	5	Co-Manager
Truist Securities, Inc.	306	6	Co-Manager
Estrada Hinojosa & Company, Inc.	301	7	Co-Manager
Loop Capital Markets LLC	280	8	Co-Manager

<b><u>Firm</u></b>	<b><u>Score</u></b>	<b><u>Rank</u></b>	<b><u>Underwriter Category</u></b>
PNC Capital Markets LLC	270	9	Co-Manager
Bancroft Capital, LLC	263	10	Co-Manager
Stern Brothers & Co.	258	11	Co-Manager
Mischler Financial Group, Inc.	226	12	Co-Manager
Blaylock Van, LLC	225	13	Co-Manager
AmeriVet Securities, Inc.	216	14	Co-Manager

There being no further business to come before the Committee, the meeting was adjourned at 12:10 P.M. These minutes are the official minutes of the Evaluation Committee for RFP 002066 held Thursday, January 11, 2024.

Submitted by:   
 Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

  
 Lisa Lombard, Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

INVESTMENT BANKING UNDERWRITING SERVICES  
CONTRACT NO. 002066

SR. Mgr.

CONSULTANT	LISA LUMBARD SCORE	MICHAEL CARLISLE Score	EMILY ROUSE Score	ALLISON TESLIA Score	SCORE	RANKING
Barclays Capital Inc.	99	82	89	96	366	7
BofA Securities, Inc.	100	91	94	98	383	2
J.P. Morgan Securities LLC	100	93	93	99	385	1
Jefferies LLC	100	91	89	98	378	4
Raymond James & Associates, Inc.	95	85	85	88	353	9
RBC Capital Markets, LLC	100	92	92	98	382	3
Samuel A. Ramirez & Co., Inc.	95	87	86	100	368	6
Siebert Williams Shank & Co., LLC	95	82	83	98	358	8
Truist Securities, Inc.	96	75	84	90	345	10
Wells Fargo Bank, N.A. Municipal Finance Group	100	97	91	90	378	4

EVALUATION COMMITTEE MEMBERS

  
 LISA LUMBARD  
  
 MICHAEL CARLISLE  
  
 EMILY ROUSE  
  
 ALLISON TESLIA

DATE: Thursday, January 11, 2024

DATE: Thursday, January 11, 2024

DATE: Thursday, January 11, 2024

DATE: Thursday, January 11, 2024

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING**

**INVESTMENT BANKING UNDERWRITING SERVICES  
CONTRACT NO. 002066**

Co Managers

CONSULTANT	LISA LUMBARD	MICHAEL CARLISLE	EMILY ROUSE	ALLISON TESLJA	SCORE	RANKING
	SCORE	Score	Score	Score		
Barclays Capital Inc.	89	72	80	86	327	2
Amerivet Securities	49	43	72	52	216	14
Bancroft Capital	50	59	68	86	263	10
Truist Securites, Inc.	86	65	75	80	306	6
Raymond James & Associates, Inc.	85	76	76	78	315	4
Stern Brothers & Co.	47	52	71	88	258	11
Samuel A. Ramirez & Co., Inc.	85	77	78	90	330	1
Blalock Van LLC	48	50	63	64	225	13
Estrada Hinojosa & Co, Inc.	70	68	75	88	301	7
Loop Capital Market LLC	71	65	75	69	280	8
Mischler Financial Group Inc.	42	59	67	58	226	12
Siebert Williams Shank & Co., LLC	85	73	74	88	320	3
PNC Capital Markets LLC	69	71	79	51	270	9
Morgan Stanley & Company LLC	79	69	81	78	307	5

EVALUATION COMMITTEE MEMBERS:

  
LISA LOMBARDI

  
MICHAEL CARLISLE

  
EMILY ROUSE

  
ALLISON TESLIA

DATE: Thursday, January 11, 2024

DATE: Thursday, January 11, 2024

DATE: Thursday, January 11, 2024


DATE: Thursday, January 11, 2024

**CONSENT AGENDA ITEM  
#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 18, 2024

SUBJECT: Approval of Ramirez Asset Management Inc. as a Subconsultant to  
PFM Asset Management, LLC for Investment Advisor Services  
Contract No. 001900

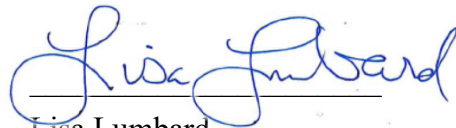
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Board approval of Ramirez Asset Management Inc. as subconsultant to PFM Asset Management, LLC to provide investment advisory services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:



Michael Carlisle  
Director of Accounting and Finance



Lisa Lumbard



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: PFM ASSET MANAGEMENT, LLC Date: 01/17/2024

CFX Contract Name: INVESTMENT ADVISOR SERVICES CFX Contract No.: 001900

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

Subconsultant Name: Ramirez Asset Management Inc.

Address: 61 Broadway - Suite 2920, New York, NY 10006

Phone No.: 212-378-7132

Federal Employee ID No.: 13-4006232

Registered with Sunbiz: ☐ Yes ☒ No Minority Vendor: ☒ Yes ☐ No

Description of Services to Be Sublet: Investment Advisory Services

Estimated Beginning Date of Sublet Services: 3/1/2023

Estimated Completion Date of Sublet Services: 5/11/2025

Estimated Value of Sublet Services\*: \$ 76,000.00

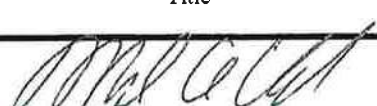
\*(Equal or exceeds \$25,000 requires Board Approval)

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

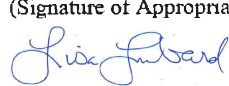
Requested By:   
(Signature of Consultant Representative)

Richard Pengelly, Managing Director

Title

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

Date: 1/17/24

Approved by:   
(Signature of Appropriate Chief)

Date: Jan 17, 2024

Reviewed by:   
Director of Procurement

Date: Jan 18, 2024

Revised Sublet: Yes ☐ No ☒

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.


REV. 10/3/2023

**CONSENT AGENDA ITEM  
#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Jo O. Thacker   
Interim General Counsel

DATE: January 30, 2024

SUBJECT: Approval of CFX-Duke Energy Utility Relocation Agreement (Agreement)  
between the Central Florida Expressway Authority and Duke Energy Florida,  
LLC Project No.: 538-235, Poinciana Parkway Extension

---

In order to proceed with the construction of the Poinciana Parkway Extension Project CFX needs to relocate transmission lines owned by Duke Energy Florida, LLC (Duke). CFX and Duke have negotiated the terms and conditions of the Agreement whereby CFX will pay for the permitting, engineering and installation of Duke's relocated transmission lines. The cost is currently estimated to be \$7,500,000.00 and shall not exceed 120% of the estimate which is \$9,000,000.00. Prior to the installation of the transmission lines, Duke will be responsible for obtaining all necessary permitting, and CFX will be responsible for acquiring and conveying the easement necessary for Duke to install the transmission lines.

On January 17, 2024, the Right of Way Committee recommended Board approval of the attached Agreement.

Board approval of the CFX-Duke Energy Utility Relocation Agreement is requested.



**MARCHENA AND GRAHAM, PA**

**976 LAKE BALDWIN LANE, SUITE 101  
ORLANDO, FLORIDA 32814  
TELEPHONE (407) 658-8566  
TELECOPIER (407) 281-8564  
WEBSITE: [www.mgfir.com](http://www.mgfir.com)**

**MARCOS MARCHENA  
MMARCHENA@MGFIRM.COM**

**MEMORANDUM**

TO: CFX Right-of-Way Committee Members

FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel *MM*  
Marchena and Graham, P.A.

DATE: January 17, 2024

SUBJECT: CFX- Duke Energy Utility Relocation Agreement between the Central Florida  
Expressway Authority and Duke Energy Florida, LLC  
Project No.: 538-235 Poinciana Parkway Extension

**BACKGROUND**

In connection with the construction of the Poinciana Parkway Extension project ("SR 538 Extension Project"), the Central Florida Expressway Authority staff has identified the need to relocate certain utilities facilities located in parcels that will be needed for the proposed right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is Duke Energy Florida, LLC ("Duke Energy"). A map depicting the existing and proposed utility corridor is attached hereto as Attachment "A".

The Central Florida Expressway Authority ("CFX") entered into a Utility Engineering Agreement with Duke Energy in August 2021 pursuant to which Duke Energy performed a preliminary study and engineering analysis to determine the work required to relocate Duke Energy's transmission lines to accommodate the SR 538 Extension Project. The work performed by Duke Energy under the Utility Engineering Agreement also determined an estimated budget for the utility relocation.

An agreement has been negotiated with Duke Energy to carry out the work identified under the Utility Engineering Agreement. The terms, pursuant to which Duke Energy will carry out the work, are established in the proposed CFX-Duke Utility Relocation Agreement attached hereto as Attachment "B" ("Agreement").

Pursuant to the terms of the Agreement, CFX will be responsible for funding the costs of relocation of the utilities, which are currently estimated to be \$7,500,000 ("Estimated Relocation Costs"). The Estimated Relocation Costs include the cost to finalize the engineering, secure the permits and construct the relocated utilities. There are certain long lead items, including custom poles that Duke Energy will order only upon receipt of funding from CFX. Additionally, CFX will be responsible for securing the easement interests over the relocated utility corridor and granting an easement to Duke Energy prior to Duke's construction of the relocated utilities in the proposed utility corridor.

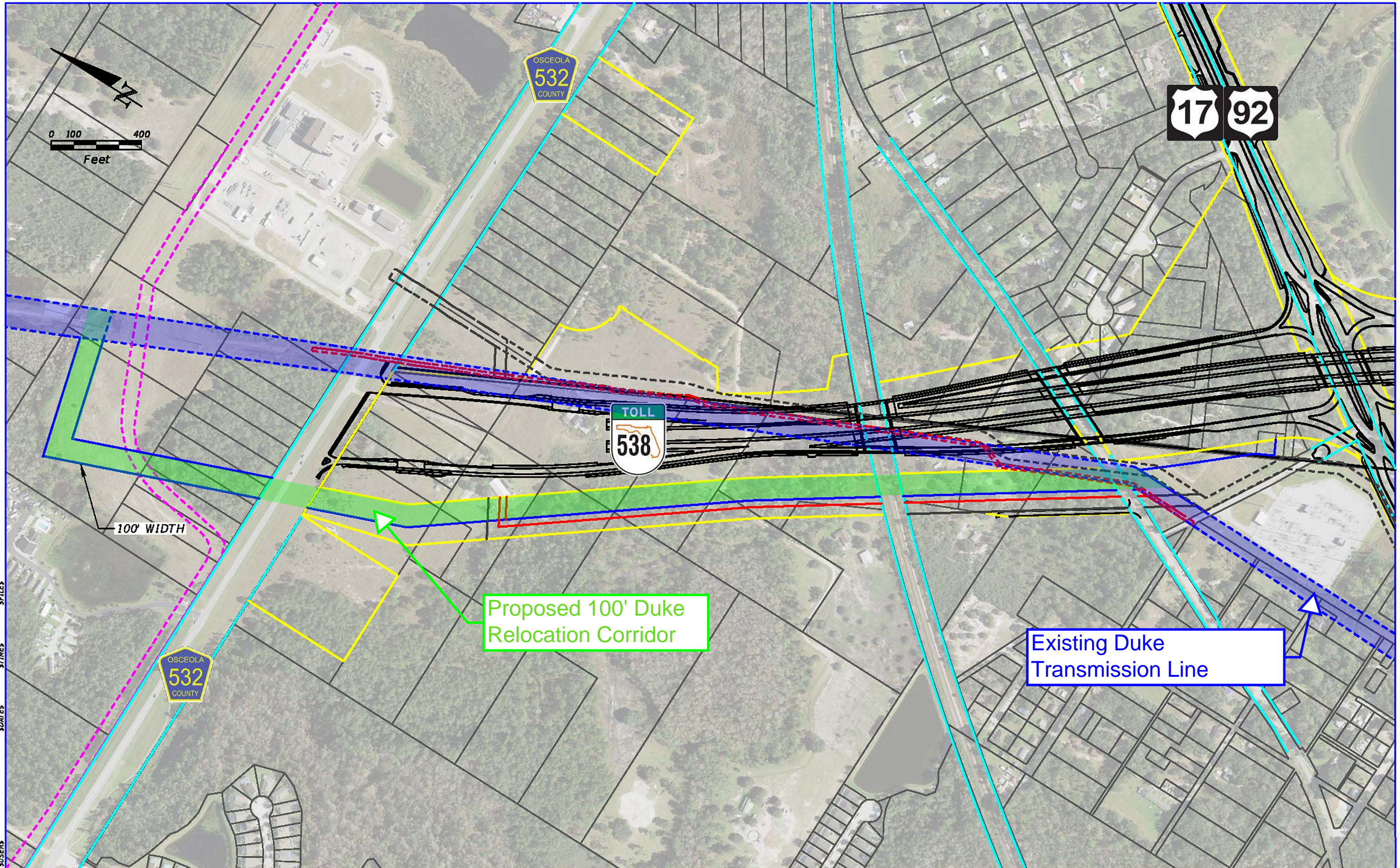
**REQUEST**

A recommendation by the Right-of-Way Committee for CFX Board approval of the CFX-Duke Utility Relocation Agreement between CFX and Duke Energy Florida, LLC for the SR 538 Extension Project in the form attached, subject to minor or clerical modifications or revisions approved by counsel.

**ATTACHMENTS**

- A. Map of Utility Relocation
- B. CFX-Duke Utility Relocation Agreement





REVISIONS		SR 538 Poinciana Parkway Extension		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ATTACHMENT "A" MAP OF UTILITY RELOCATION	SHEET NO.
DATE	DESCRIPTION					
		ROAD NO. SR 538	PROJECT NO. 538-234/235/235A			



## ATTACHMENT "B"

### CFX-DUKE ENERGY UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this 8th day of February, 2024, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4874 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **Duke Energy Florida, LLC**, a Florida limited liability company d/b/a Duke Energy, whose mailing address 3300 Exchange Place NP2C, Lake Mary, FL 32746 ("Duke Energy"). This Agreement is for:

### AGREEMENT BY DUKE ENERGY TO PERFORM CONSTRUCTION SERVICES AND BY CFX TO REIMBURSE DUKE ENERGY

1. Duke Energy will perform engineering, permitting and construction services in coordination with the CFX concerning the CFX's proposed "Poinciana Parkway Extension Project" in Osceola County that involves the extension of State Road ("SR") 538/Poinciana Parkway to create a divided four lane expressway from Ronald Reagan Parkway to County Road 532/Osceola Polk Line Road (the "Project"), in order to relocate the existing electric transmission line facilities affected by the Project.
2. CFX agrees to reimburse Duke Energy for all of the direct out-of-pocket costs and expenses incurred by Duke Energy associated with the relocation, construction and installation of the 69kV ICB Transmission Line and 230kV ICD (double circuit) Transmission Line.

### SCOPE OF WORK AND SCHEDULE

This project consists of the relocation of the 69kV ICB and 230kV ICD (double circuit) Transmission Lines (the "Facilities") to support the construction of the Project. The Facilities include Transmission facilities only, Distribution facilities, if applicable, are not included.

- Duke Energy will relocate the existing 69kV ICB Line within the US 17-92 right of way, within an easement granted by CFX and within the limited access right of way.
- Duke Energy will relocate the existing 230kV ICD (double circuit) Line from Duke Energy's existing easement(s) to similar replacement easement(s) provided by CFX.

Duke Energy and CFX previously entered into that certain Utility Engineering Agreement dated September 9, 2021, for the purpose of coordinating the performance of certain design and engineering services required for the relocation of the Facilities and existing Duke Energy easements ("Engineering Agreement"). The Duke Energy provided document Response to Request for Information (RRFI) dated August 2022, attached hereto as Exhibit "A" and incorporated herein by reference, provides for the specific details of scope and schedule (the "Relocation" or the "Relocation Work").

3. Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the Engineering and Relocation of Transmission facilities and structures. At this time, it is estimated that the actual costs associated will be \$7,500,000.00 (the "Estimate"). CFX and Duke Energy agree that CFX will be responsible for reimbursing Duke Energy and that the total actual cost of Engineering and Relocation will not exceed one hundred twenty (120%) percent of the original estimate of \$7,500,000.00 without prior written approval by the CFX. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated, and which could not be avoided with the exercise of due diligence at the time of occurrence. The amount of \$7,500,000.00 must be paid in full by CFX before Duke Energy may commence any Relocation Work or start the procurement of materials. Procurement of all Relocation Work materials by Duke Energy may take up to twelve (12) months before any Relocation Work may proceed.
4. Duke Energy may submit a final invoice to CFX for payment of all Engineering and Relocation costs in excess of the Estimate within approximately six (6) months of Duke Energy's completion of the Engineering and Relocation. CFX shall deliver payment of the final invoice amount in full to Duke Energy within sixty (60) days of CFX's receipt of said final invoice.
5. In the event that the amount of \$7,500,000.00 exceeds the final total actual costs incurred by Duke Energy for the Relocation Work, within approximately eight (8) months of Duke Energy's completion of the Engineering and Relocation, Duke Energy shall return the amount of the excess in full to CFX.
6. CFX shall acquire or condemn the necessary replacement easement(s), and convey to Duke Energy in a form mutually acceptable to Duke Energy and CFX, covering the approved location(s) within the necessary adjacent properties as agreed by the parties and which are reflected in the attached Exhibit "B", incorporated herein by reference. Said replacement easement(s) is/are required to provide Duke Energy with the necessary easement rights to complete the Relocation in order to accommodate the Project. The condition and characteristics of the replacement easement(s) must satisfy Duke Energy's requirements. CFX will transfer the permanent replacement easement(s) interests to Duke Energy prior to Duke Energy undertaking any Relocation Work. Within ninety (90) days of the removal of the Facilities from the existing Duke Energy easements, Duke Energy shall execute and record a release of easements interests in the existing Duke Energy easements in a form mutually agreed upon between Duke Energy and CFX.
7. Duke Energy shall apply for any and all Permits that are reasonably required for the relocation, installation, construction and operation of the Facilities in the replacement easements in accordance with Exhibit "B" and the Facilities located within the FDOT right of way in a timely manner. "Permits" shall mean all permits, approvals, licenses, authorizations, and development entitlements of or from all governmental authority(ies), including, without limitation, the water management district, the Florida Department of Environmental Protection, and the Florida Department of Transportation, consents from all



private parties with rights of consent or approval required to construct, operate and maintain the Facilities.

8. Each party may, directly or through a contracted service provider, observe the excavation and construction of the Relocation Work or the Project to ensure compliance with the terms of this Agreement. Either party may request the other party and shall be entitled to receive periodic updates on the progress of the Relocation Work and the Project.
9. Project Manager. Duke Energy and CFX will each designate a project manager to perform the duties of such Party under this Agreement not otherwise expressly reserved to the governing body of such Party (individually referred to herein as the “Project Manager” or collectively as the “**Project Manager**”). The initial Project Manager for the Duke Energy shall be Kevin Lanigan (“**Duke Energy Project Manager**”). The initial Project Manager for CFX shall be David Falk (“**CFX Project Manager**”). Either Party may designate a replacement Project Manager by written notice in accordance with Section 14 hereof. Notwithstanding the foregoing, the Duke Energy Project Manager and CFX Project Manager may elect to delegate in writing certain roles, rights and responsibility of the Duke Energy Project Manager and CFX Project Manager to individuals within Duke Energy or CFX, respectively.
10. Duke Energy shall, within sixty (60) days of receiving the Permits, the replacement easements interests from CFX, payment of the Estimate in full by CFX in conformance with Paragraph 3 above, procurement of all Relocation Work materials, and formal notice from CFX requesting Duke Energy commence the Relocation Work, commence the Relocation Work. The Relocation Work shall be completed no later than twelve (12) months after the Relocation Work commences unless (i) completion of the Relocation Activities in a timely manner are delayed or otherwise detrimentally impacted by the actions of CFX, in which case the Completion Deadline shall be extended day for day for the duration of the delay or detrimental impact resulting from CFX’s actions (ii) otherwise extended in writing by the mutual consent of the Parties, or (iii) the delay is caused by events that are beyond the parties’ reasonable control, including adverse weather, hurricanes, tornadoes, pandemic, war, any act of war, strike, lockout, or other labor disturbance (“Completion Deadline”). Duke Energy shall be responsible for conducting the Relocation Work in good order and repair in accordance with the Construction Plans, all applicable Permits, and the terms and conditions of this Agreement. Duke Energy shall coordinate the Relocation Work with the other two utility companies that will be relocating other utility facilities in easements adjacent or near to the existing easements and the new easements. Duke Energy shall notify CFX in writing at least ten (10) business days prior to the commencement of relocation, installation and construction of the Facilities in the new easements and shall coordinate with CFX throughout the construction of the Facilities in order to avoid or minimize any potential impacts, delays, disruptions, impairment or impediment to the construction of the Project.

## MISCELLANEOUS PROVISIONS

11. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.
12. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Osceola County, Florida. In any such action, the parties waive any right to jury trial.
13. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.
14. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested, overnight next day courier service, facsimile, email transmission or by delivery in person.

CFX: Central Florida Expressway Authority  
Attn: Glenn M. Pressimone  
4974 ORL Tower Road  
Orlando, Florida 32807  
Telephone: (407) 690-5321  
Fax No.: (407) 690-5011  
Email address: [Glenn.Pressimone@CFXWay.com](mailto:Glenn.Pressimone@CFXWay.com)

With a copy to: Central Florida Expressway Authority  
Attn: Counsel  
4974 ORL Tower Road  
Orlando, Florida 32807  
Telephone: (407) 690-5000  
Email address: [LNK@cfxway.com](mailto:LNK@cfxway.com)

Duke Energy: Duke Energy Florida, LLC d/b/a Duke Energy  
Attn: Kevin Lanigan  
3300 Exchange Place, NP2C  
Lake Mary, FL 32746  
Telephone No.: (504)495-0422  
Email address: [Kevin.Lanigan@duke-energy.com](mailto:Kevin.Lanigan@duke-energy.com)

With a copy to: Shantel Ocampo, Esq.  
Counsel  
452 E. Crown Point, WG13  
Winter Garden, Florida 34787  
Telephone No.: (407)905-3380  
Email address: [shantel.ocampo@duke-energy.com](mailto:shantel.ocampo@duke-energy.com)

Duke Energy Florida, LLC d/b/a Duke Energy  
Attn: Shamalini Waeen  
3300 Exchange Place, NP04  
Lake Mary, FL 32746  
Telephone No.: (561)281-8296  
Email address: [Shamalini.Waeen@duke-energy.com](mailto:Shamalini.Waeen@duke-energy.com)

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

15. Outages for the Relocation Work may be limited in time or availability and cannot be guaranteed by Duke Energy.
16. All of CFX's operations, activities and equipment used within Duke Energy's right-of-way and/or easement beneath or in proximity to any of Duke Energy's electrical facilities shall, at all times:
  - a. Be in strict compliance with Duke Energy's current Transmission ROW Guidelines/Restrictions for Florida; and
  - b. Be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards for Power Line Safety, Sections 1926.1408 & .1409.
17. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.
18. In consideration of payment for and completion of the Relocation Work, CFX and Duke Energy mutually release and hold harmless the other from any and all prior claims - actual, perceived or threatened, regarding the Relocation Work prior to the date of this Agreement. This release and hold harmless does not release the parties from any claims under this Agreement or for the Relocation Work itself.

[REMAINDER LEFT BLANK INTENTIONALLY, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**Duke Energy:**

DUKE ENERGY FLORIDA, LLC, a Florida  
limited liability company d/b/a DUKE ENERGY

By: Phillip R. Thomas

Print name: Phillip R. Thomas

Title: General Manager, Transmission Engineering - FL

Date: 1/3/2024

**APPROVED**  
By Shantel W. Ocampo at 11:25 am, Jan 02, 2024

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

Marchena and Graham, P.A.

By: \_\_\_\_\_

Marcos Marchena

## **Poinciana Parkway (SR538) Extension to CR532**

---

*Detail Project Number: F21047101 & F21047102*

### **PACKAGE TYPE:**

Response to Request for Information (RRFI)

### **RRFI PACKAGE AUTHOR:**

Transmission Line Engineering

### **WORK PACKAGE TYPE:**

Transmission Line Electrical Construction

### **RRFI RELEASED:**

August 2022

## DIVISION STRUCTURE

<b>WORK PACKAGE TYPE:</b>	Response to Request for Information (RRFI)
---------------------------	--

## DIVISIONS & CONTENTS

### DIVISION 1: PROJECT INFORMATION

- DEF Transmission Line Work Package Information

### DIVISION 2: PROJECT DRAWINGS

- Work Plan Drawings
- RGB's (NOTE: 90% Drawings included in this package)

### DIVISION 3: FRAMING & ASSEMBLY DRAWINGS

- Applicable Standards Sheets (Listed on Division Cover Page)

### DIVISION 4: EASEMENTS & PERMITS

- Easement Lists & Restrictions
- Road Permits
- Rail Permits
- Environmental Permits

### DIVISION 5: ADDITIONAL INFORMATION

- Use Guidelines for Encroachments Involving Transmission Easements
- Utility Relocation Agreement

CAPITAL PROJECT INFORMATION					
<b>Project Name:</b>	Poinciana Parkway (SR538) Extension to CR532				
<b>Requested ISD:</b>	TBD	<b>Proj:</b>	ICB: F21047102 ICD: F21047101	<b>WO:</b>	ICB: 42545809 ICD: 42545812
<b>CMI Date:</b>	TBD	<b>OU:</b>	TRMP	<b>BU:</b>	50226
<b>Submitted By:</b>	Duke Energy	<b>County:</b>		Polk & Osceola	
<b>Date Submitted:</b>	August 2022	<b>Line Code(s):</b>		ICB: ICB-2A, ICLW-1A ICD: ICD-1, ICD2-2A	

## Introduction:

This response for the Request for Information Package (RRFI) is provided to the Central Florida Expressway Authority (CFX) as was designated by the Utility Engineering Agreement entered into on September 9, 2021 by Duke Energy, LLC and the Central Florida Expressway Authority.



### 1. Description of Work

#### 1.1. Project Location

This project is in Poinciana Florida (Polk County and Osceola County) between the DEF Citrus Center 530 Substation and DEF Intercession City Plant 166 Substation.

#### 1.2. Detail Scope Statement

This package is specific to Duke Energy transmission line facilities only and does not include Duke Energy distribution facilities.

This project consists of the relocation of the 69kV ICB and 230kV ICD (double circuit) Transmission Lines to support the construction of an extension to the Poinciana Parkway (SR 538) toll road.

The ICB Line is a single circuit Line, while the ICD Line is a double circuit Line. The existing structure configurations will be maintained for both circuits.

This project will maintain the existing circuit ratings, wire types, and wire configuration.

##### ICB Line (Refer to the Work Plan Drawing -001)

- The proposed alignment for the 69kV ICB Line will remove a segment of the Line that runs north along the US 17-92 road to make space for the proposed roadway extension.
- Remove approximately 1,700 feet of three (3) phase conductor and ground wire and fourteen (14) structures along US 17-92.
- Install approximately 2,200 feet of three (3) phase conductors and ground wire and ten (10) structures.
- Extend the alignment north from Str. ICB-27A (to remain) to proposed structure ICB-24.
- This new alignment will then run northwest along the proposed SR 538 road for approximately 500 feet to the new structure ICB-23, and cross over the proposed Ramp D1, SR 538 EB, SR 538 WB, and Ramp C1 to structure ICB-22. The crossing occurs between the main roadway station 405+00 and 406+00. The proposed location for pole ICB-22 is within the limited access right of way.
- The alignment will continue to run east across the proposed Pond 200 and will tap back into the existing line near structure ICB-21 located on the US 17-92 road.
- ICB structures ICB-29, ICB-30, ICB-31, ICB-32, and ICB-33 located along US 17-92 road will be replaced in-kind and shifted laterally to the proposed limited access right-of-way line to avoid conflict with proposed underground utilities. At this proposed location, the proposed twelve (12) feet shared use path will require modifications to accommodate. There is a possibility to mitigate conflicts with these poles if modification to the proposed underground utilities are made to accommodate the existing poles.

## Structure Installations: 69kV ICB Line

Str #	Type	Height (feet)	Class	Wood/Steel/Concrete	Foundation Type
ICB-21	21280	90	ENG	Steel	DE – Concrete BF
ICB-22	21280	115	ENG	Steel	DE – Concrete BF
ICB-23	21280	115	ENG	Steel	DE – Concrete BF
ICB-24	21280	90	ENG	Steel	DE – Concrete BF
ICB-28A	21280	90	ENG	Steel	DE – Concrete BF
ICB-29	21444i	115	9.3Kip	Concrete	DE – Rock BF
ICB-30	21444i	115	9.3Kip	Concrete	DE – Rock BF
ICB-31	21444i	110	9.4Kip	Concrete	DE – Rock BF
ICB-32	21444i	105	9.5Kip	Concrete	DE – Rock BF
ICB-33	21444i	90	9.8Kip	Concrete	DE – Rock BF

DE – Direct-embed, BF – Backfill, ENG – Engineered Pole

## Structure Removals: 69kV ICB Line

Str #	Type	Height AGL (feet)	Class	Wood/Steel/Concrete
ICB-21	21444i	60	11.4Kip	Concrete
ICB-22	21444i	60	11.4Kip	Concrete
ICB-23	21444i	60	11.4Kip	Concrete
ICB-24	21444i	60	11.4Kip	Concrete
ICB-25	21444i	65	11.4Kip	Concrete
ICB-26	21444i	65	11.4Kip	Concrete
ICB-27	21480i	70	16.0Kip	Concrete
ICB-28	21444i	75	11.4Kip	Concrete
ICB-28A	21480i	70	16.0Kip	Concrete
ICB-29	21444i	115	9.3Kip	Concrete
ICB-30	21444i	115	9.3Kip	Concrete
ICB-31	21444i	110	9.4Kip	Concrete
ICB-32	21444i	105	9.5Kip	Concrete
ICB-33	21444i	90	9.8Kip	Concrete

## ICD Line (Refer to the Work Plan Drawing -001 & 002)

- The proposed alignment for the 230kV ICD Line will shift approximately 4,700 feet west of its existing location to remediate any conflicts with the proposed SR 538 Roadway and ramps. The Line will be located within the proposed 100 feet easement provided by CFX.
- Remove approximately 4,700 feet of three (3) phase conductor and fiber ground wire of double circuit line and six (6) poles.
- Install approximately 5,300 feet of three (3) phase conductor and fiber ground wire for double circuit line and nine (9) poles.

- Extend the alignment West from existing structure ICD-6 (to remain) to new structure ICD-6A.
- The new alignment will run Southeast toward existing structure ICD-13 (to remain) gradually moving closer to the existing alignment.
- The new alignment will re-utilize the existing structures ICD-6 and ICD-13.

## Structure Installations: 230kV ICD Line

Str #	Type	Height (feet)	Class	Wood/Steel/Concrete	Foundation Type
ICD1-6A	31280	140	ENGR	Steel	Drilled Pier
ICD2-6A	31280	140	ENGR	Steel	Drilled Pier
ICD-7	32206	135	ENGR	Steel	DE – Concrete BF
ICD1-8	31280	125	ENGR	Steel	DE – Concrete BF
ICD2-8	31280	125	ENGR	Steel	DE – Concrete BF
ICD-9	32206	110	ENGR	Steel	DE – Concrete BF
ICD-10	32206	110	ENGR	Steel	DE – Concrete BF
ICD-11	32206	110	ENGR	Steel	DE – Concrete BF
ICD-12	32206	110	ENGR	Steel	DE – Concrete BF

DE – Direct-embed, BF – Backfill, ENG – Engineered Pole

## Structure Removals: 230kV ICD Line

Str #	Type	Height AGL (feet)	Class	Wood/Steel/Concrete
ICD1-7	32206	120	ENG	Steel
ICD1-8	32206	135	ENG	Steel
ICD1-9	32206	135	ENG	Steel
ICD1-10	32206	120	ENG	Steel
ICD1-11	32206	120	ENG	Steel
ICD1-12	32206	120	ENG	Steel

## 2. Contingencies and Assumptions

The contents of this RRFI Package are pending further site and subsurface investigation to determine precise height, embedment depth, and foundation type for the proposed structures.

Pending information include soil borings, SUE's, drainage revisions, final finish grade elevations, and completion of the roadway design (current version is 90%).

Structure relocations and replacement will require easement acquisitions, railroad permitting, municipality permitting, environmental permitting, earthwork, grading, clearing, and subsurface utility explorations.

### **3. Procurement of Material**

This project will require a period of twelve (12) months of material procurement. Procurement will not be initiated until the ratification of a Utility Relocation Agreement (URA) (refer to draft copy included), easements/right-of-entry agreements are completed and proper access to each proposed pole location is obtained. The twelve (12) month duration is based on the current manufacturing lead time for material. Lead times may vary at the time the material order is placed which could impact this duration. All materials must conform to Duke Energy Florida's standards and requirements.

### **4. Construction**

This project will require a period of ten (10) months to construct. The construction shall be completed in accordance with Duke Energy Florida's transmission line requirements and specifications. This duration may vary due to the ability to obtain the required system outages to accommodate the construction. Prior to initiating the coordination to obtain construction resources Duke Energy must inspect and approve the proposed one hundred (100) feet wide easement corridor.

### **5. Estimated Cost**

The preliminary estimated cost for the scope of work described in this RRFI is \$7.5 million.

In the event that future costs to perform this work changes or the scope of work changes, this preliminary estimated cost will require adjustment.

### **6. Central Florida Expressway Authority (CFX) Action Items**

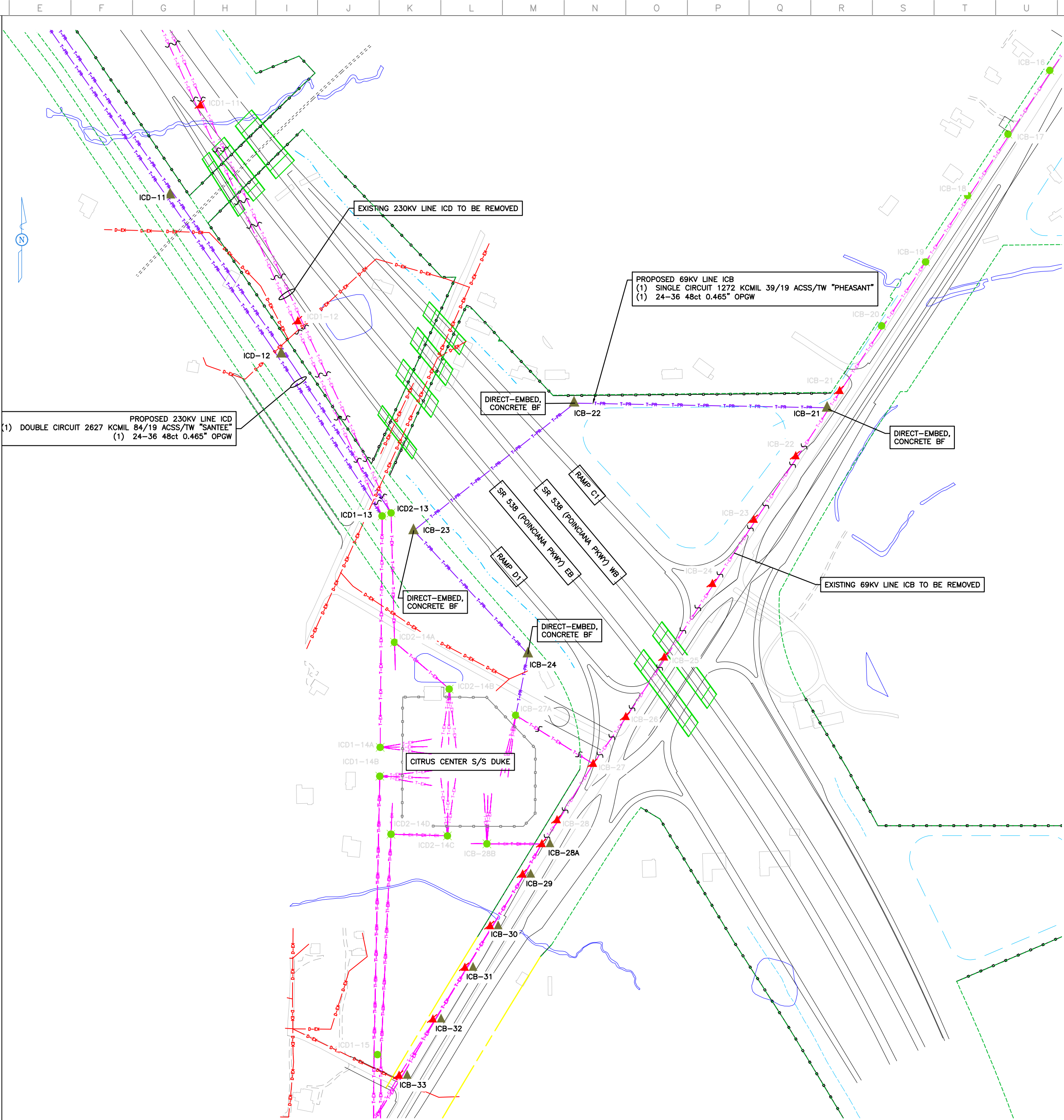
- CFX to provide Duke Energy proposed one hundred (100) feet wide easement to accommodate this Request. The easement area must satisfy the following criteria:
  - 1) Elevated such that water does not accumulate.
  - 2) Flat grade; Less than 1:6 slope.
  - 3) Clear of vegetation, such as trees, tree stumps, brush over twelve (12) inches.
- CFX to obtain and / or provide permission and vehicle access to each proposed pole location for the ICD Line to perform subsurface investigations.
- CFX provide permission to place proposed pole ICB-22 and conductors within the proposed Limited Access right of way.

### DIVISION 2: PROJECT DRAWINGS

- **Work Plan Drawing(s)**
- **RGB's (90%)**



MAXIMO WO#: 42545809/42545812  
DETAILED PROJECT#: F21047101/F21047102  
OPERATING UNIT: TRMP  
TLINE CREW AREA:  
TBD  
COUNTY: POLK & OSCEOLA  
ONE LINE SEGMENT: ICB-2A, ICLW-1A, ICD-1, ICD2-2A  
TLINE NAME:  
69KV ICB & 230KV ICD  
ENGINEER: DOUGLAS REED  
CONTACT#: (407) 942-9471  
PROJECT MANAGER: SHAHMALINI WAEEN  
CONTACT#: (561) 281-8296  
COORDINATES:  
28° 15' 9.6500" N  
81° 33' 15.9930" W  
SITE ADDRESS:  
6807 S ORANGE BLOSSOM TRAIL,  
DAVENPORT, FL 33896  
NEARBY HOSPITAL ADDRESS:  
Z MEDICAL CENTER  
7810 LAKE WILSON RD,  
DAVENPORT, FL 33896  
JOB NOTES:  
1. THERE IS A TOTAL OF (5)  
SINGLE-POLE STEEL AND (5)  
CONCRETE STRUCTURES PROPOSED  
FOR THE ICB LINE, AND (9) STEEL  
POLES PROPOSED FOR THE ICD  
LINE.  
2. THERE IS A TOTAL OF (14)  
STRUCTURES TO BE REMOVED ON  
THE ICB LINE, AND (6) TO BE  
REMOVED ON THE ICD LINE.  
3. FOUNDATIONS FOR THE 69KV ICB  
STRUCTURES ARE ASSUMED TO  
CONSIST OF (10) DIRECT-EMBED  
FOUNDATIONS - (5) THAT ARE  
40FT DEEP, AND (5) THAT ARE  
20FT DEEP.  
4. FOUNDATIONS FOR THE 230KV  
ICD STRUCTURES ARE ASSUMED TO  
CONSIST OF (2) 10FT DIA., 50FT  
DEEP DRILLED PIER FOUNDATIONS.  
THE REMAINING (7) STRUCTURES  
ARE DIRECT EMBEDDED - (5) THAT  
ARE 45FT DEEP, AND (2) THAT ARE  
50FT DEEP.



LEGEND (SOME OR ALL OF THESE SYMBOLS MAY BE USED)

HYDROLOGY

DRAIN RIGHT-OF-WAY

FENCE

GAS LINE

EDGE OF PROPOSED ROAD

RIGHT-OF-WAY

RAILROAD TRACKS

T-EX T-EX REMOVE TRANSMISSION

T-EX T-EX EXISTING TRANSMISSION

T-PR T-PR PROPOSED TRANSMISSION

D-EX D-EX DISTRIBUTION

INSTALL GUYING ANCHOR

EXISTING GUYING ANCHOR

REMOVE GUYING ANCHOR

EXISTING TRANSMISSION POLE

DISTRIBUTION POLE

INSTALL POLE

REMOVE POLE

CONDUCTOR CHANGE

AIR BREAK SWITCH

PROJECT LOCATION

PROPOSED STRUCTURES TO BE INSTALLED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21280	90	STEEL	DIRECT EMBED
ICB-22	21280	115	STEEL	DIRECT EMBED
ICB-23	21280	115	STEEL	DIRECT EMBED
ICB-24	21280	90	STEEL	DIRECT EMBED
ICB-28A	21280	90	STEEL	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD1-6A	31280	140	STEEL	DRILLED PIER
ICD2-6A	31280	140	STEEL	DRILLED PIER
ICD-7	32206	135	STEEL	DIRECT EMBED
ICD1-8	31280	125	STEEL	DIRECT EMBED
ICD2-8	31280	125	STEEL	DIRECT EMBED
ICD-9	32206	75	STEEL	DIRECT EMBED
ICD-10	32206	65	STEEL	DIRECT EMBED
ICD-11	32206	80	STEEL	DIRECT EMBED
ICD-12	32206	80	STEEL	DIRECT EMBED

EXISTING STRUCTURES TO BE REMOVED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21444i	60	CONCRETE	DIRECT EMBED
ICB-22	21444i	60	CONCRETE	DIRECT EMBED
ICB-23	21444i	60	CONCRETE	DIRECT EMBED
ICB-24	21444i	60	CONCRETE	DIRECT EMBED
ICB-25	21444i	65	CONCRETE	DIRECT EMBED
ICB-26	21444i	65	CONCRETE	DIRECT EMBED
ICB-27	21480i	70	CONCRETE	DIRECT EMBED
ICB-28	21444i	75	CONCRETE	DIRECT EMBED
ICB-28A	21480i	70	CONCRETE	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD-7	32206	120	STEEL	DIRECT EMBED
ICD-8	32206	135	STEEL	DIRECT EMBED
ICD-9	32206	135	STEEL	DIRECT EMBED
ICD-10	32206	120	STEEL	DIRECT EMBED
ICD-11	32206	120	STEEL	DIRECT EMBED
ICD-12	32206	120	STEEL	DIRECT EMBED

8/16/22 DATE

MG DRAWN

JC CHECK

1 OF 1 SHEET

V: NTS SCALE

H: NTS SCALE

MG TECH

BH ENGR

1 DWG.

001

LINE ENGINEERING

WORK PLAN DRAWING

69KV ICB, AND 230KV ICD

POINCIANA PARKWAY EXTENSION



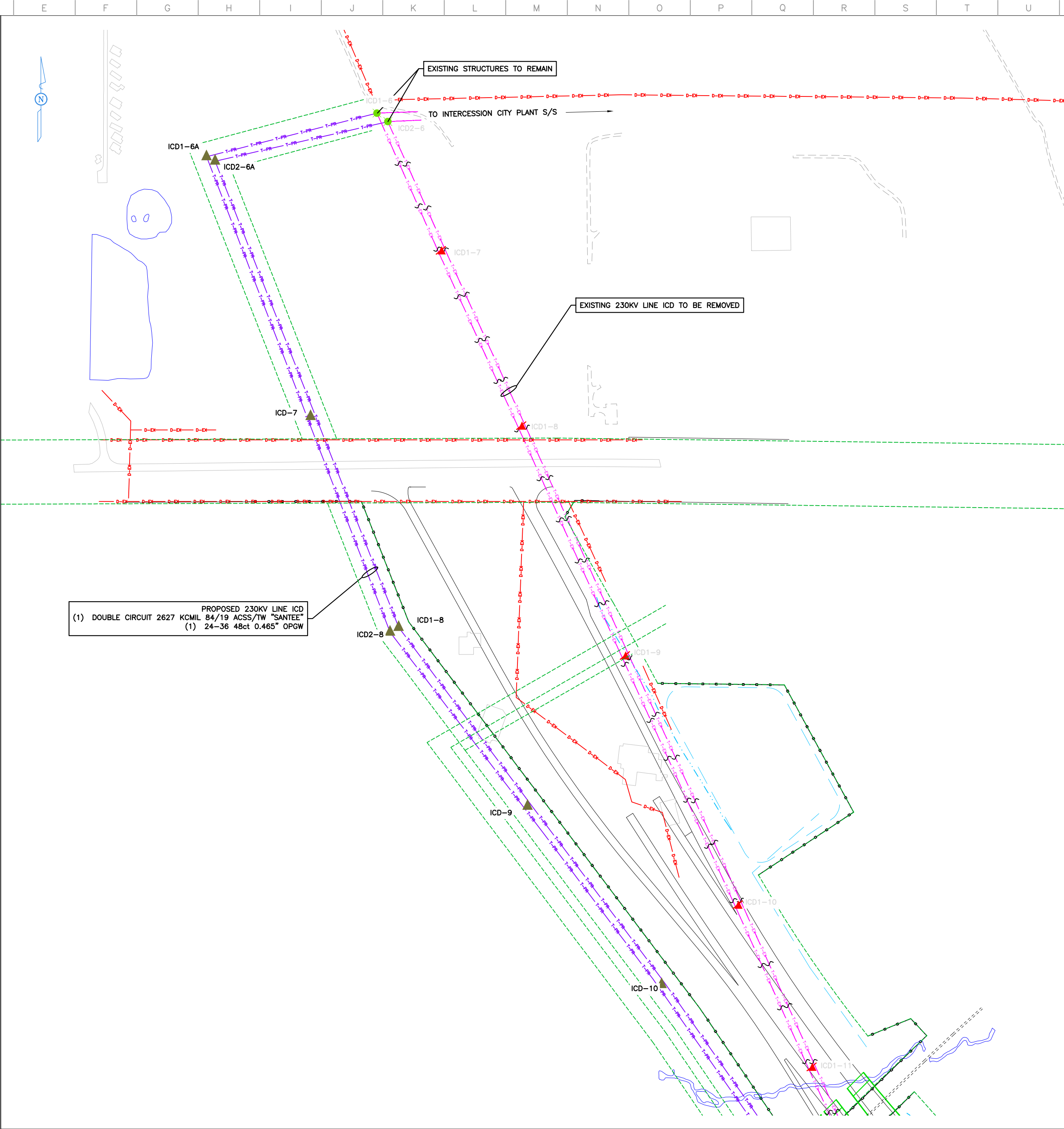
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

MAXIMO WO#: 42545809/42545812  
DETAILED PROJECT#: F21047101/F21047102  
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TBD  
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TLINE NAME:  
69KV ICB & 230KV ICD  
ENGINEER: DOUGLAS REED  
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PROJECT MANAGER: SHAHMALINI WAEEN  
CONTACT#: (561) 281-8296

COORDINATES:  
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DAVENPORT, FL 33896

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1. THERE IS A TOTAL OF (5) SINGLE-POLE STEEL AND (5) CONCRETE STRUCTURES PROPOSED FOR THE ICB LINE, AND (9) STEEL POLES PROPOSED FOR THE ICD LINE.  
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3. FOUNDATIONS FOR THE 69KV ICB STRUCTURES ARE ASSUMED TO CONSIST OF (10) DIRECT-EMBED FOUNDATIONS - (5) THAT ARE 40FT DEEP, AND (5) THAT ARE 20FT DEEP.  
4. FOUNDATIONS FOR THE 230KV ICD STRUCTURES ARE ASSUMED TO CONSIST OF (2) 10FT DIA., 50FT DEEP DRILLED PIER FOUNDATIONS. THE REMAINING (7) STRUCTURES ARE DIRECT EMBEDDED - (5) THAT ARE 45FT DEEP, AND (2) THAT ARE 50FT DEEP.



PROPOSED 230KV LINE ICD  
(1) DOUBLE CIRCUIT 2627 KCMIL 84/19 ACSS/TW "SANTEE"  
(1) 24-36 48ct 0.465" OPGW

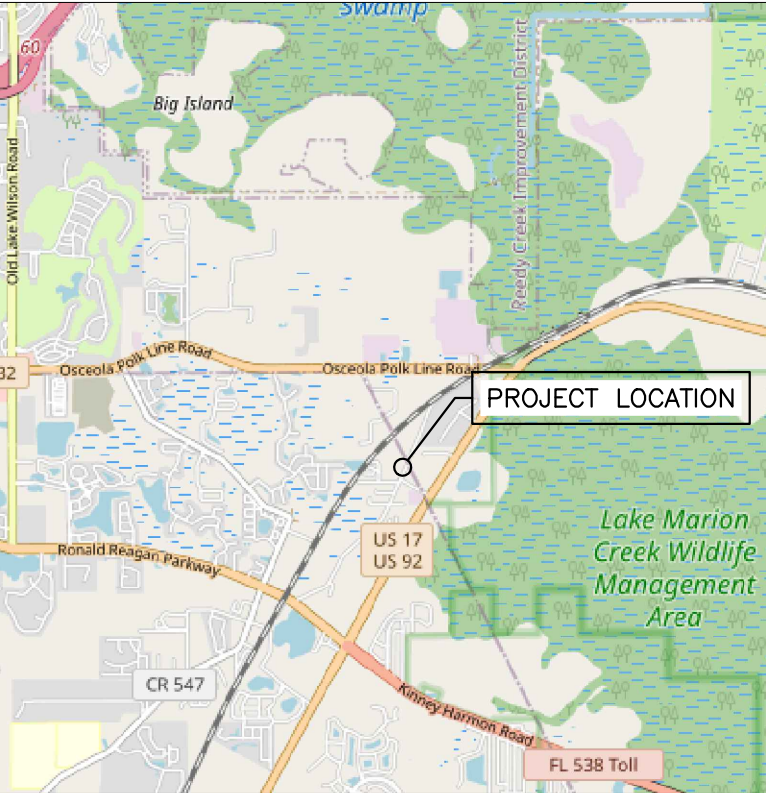
LEGEND (SOME OR ALL OF THESE SYMBOLS MAY BE USED)

- HYDROLOGY
- DRAIN RIGHT-OF-WAY
- FENCE
- GAS LINE
- EDGE OF PROPOSED ROAD
- RIGHT-OF-WAY
- RAILROAD TRACKS

- REMOVE TRANSMISSION
- EXISTING TRANSMISSION
- PROPOSED TRANSMISSION
- DISTRIBUTION
- INSTALL GUYING ANCHOR
- EXISTING GUYING ANCHOR
- REMOVE GUYING ANCHOR

- EXISTING TRANSMISSION POLE
- DISTRIBUTION POLE
- INSTALL POLE
- REMOVE POLE
- CONDUCTOR CHANGE
- AIR BREAK SWITCH

PROJECT LOCATION



PROPOSED STRUCTURES TO BE INSTALLED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21280	90	STEEL	DIRECT EMBED
ICB-22	21280	115	STEEL	DIRECT EMBED
ICB-23	21280	115	STEEL	DIRECT EMBED
ICB-24	21280	90	STEEL	DIRECT EMBED
ICB-28A	21280	90	STEEL	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD1-6A	31280	140	STEEL	DRILLED PIER
ICD2-6A	31280	140	STEEL	DRILLED PIER
ICD-7	32206	135	STEEL	DIRECT EMBED
ICD1-8	31280	125	STEEL	DIRECT EMBED
ICD2-8	31280	125	STEEL	DIRECT EMBED
ICD-9	32206	75	STEEL	DIRECT EMBED
ICD-10	32206	65	STEEL	DIRECT EMBED
ICD-11	32206	80	STEEL	DIRECT EMBED
ICD-12	32206	80	STEEL	DIRECT EMBED

EXISTING STRUCTURES TO BE REMOVED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21444i	60	CONCRETE	DIRECT EMBED
ICB-22	21444i	60	CONCRETE	DIRECT EMBED
ICB-23	21444i	60	CONCRETE	DIRECT EMBED
ICB-24	21444i	60	CONCRETE	DIRECT EMBED
ICB-25	21444i	65	CONCRETE	DIRECT EMBED
ICB-26	21444i	65	CONCRETE	DIRECT EMBED
ICB-27	21480i	70	CONCRETE	DIRECT EMBED
ICB-28	21444i	75	CONCRETE	DIRECT EMBED
ICB-28A	21480i	70	CONCRETE	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD-7	32206	120	STEEL	DIRECT EMBED
ICD-8	32206	135	STEEL	DIRECT EMBED
ICD-9	32206	135	STEEL	DIRECT EMBED
ICD-10	32206	120	STEEL	DIRECT EMBED
ICD-11	32206	120	STEEL	DIRECT EMBED
ICD-12	32206	120	STEEL	DIRECT EMBED



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1 OF 1  
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LINE ENGINEERING  
WORK PLAN DRAWING  
69KV ICB, AND 230KV ICD  
POINCIANA PARKWAY EXTENSION

DWG. 002

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



CONTRACT PLANS COMPONENTS

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS  
SIGNALIZATION PLANS  
INTELLIGENT TRANSPORTATION SYSTEM (ITS) PLANS  
LIGHTING PLANS  
STRUCTURES PLANS(NOT INCLUDED)  
TOLL FACILITIES PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-7	SUMMARY OF PAY ITEMS
8-12	DRAINAGE MAP
13	INTERCHANGE DRAINAGE MAP
14	EXISTING DRAINAGE STRUCTURES
15	FLOOD DATA
16-34	TYPICAL SECTION
35-46	SUMMARY OF DRAINAGE STRUCTURES
47-49	PROJECT LAYOUT
50-51	PROJECT CONTROL
52-53	GENERAL NOTES
54-70	ROADWAY PLAN
71	ROADWAY PLAN & PROFILE
72-119	ROADWAY PROFILE
120-123	BACK OF SIDEWALK PROFILE
124-135	RAMP TERMINAL DETAILS
136-141	TRANSITION DETAILS
142-146	INTERSECTION ISLAND
147-209	DRAINAGE STRUCTURES
210-213	POND DETAILS
214-217	DRAINAGE DETAILS
218-227	POND SOIL SURVEY
228-245	POND CROSS SECTIONS
246	CROSS SECTION PATTERNS
247	ROADWAY SOIL SURVEY
248-257	MUCK DELINEATION PLAN
258	DEBRIS DELINEATION PLAN
259-394	CROSS SECTIONS
395-396	STORMWATER POLLUTION PREVENTION PLAN
397-438	TEMPORARY TRAFFIC CONTROL PLANS
439-466	UTILITY ADJUSTMENT
SQ-1-SQ-25	SUMMARY OF QUANTITIES

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2019-2020 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR \_\_\_\_-\_\_\_\_-

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JULY 2019 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

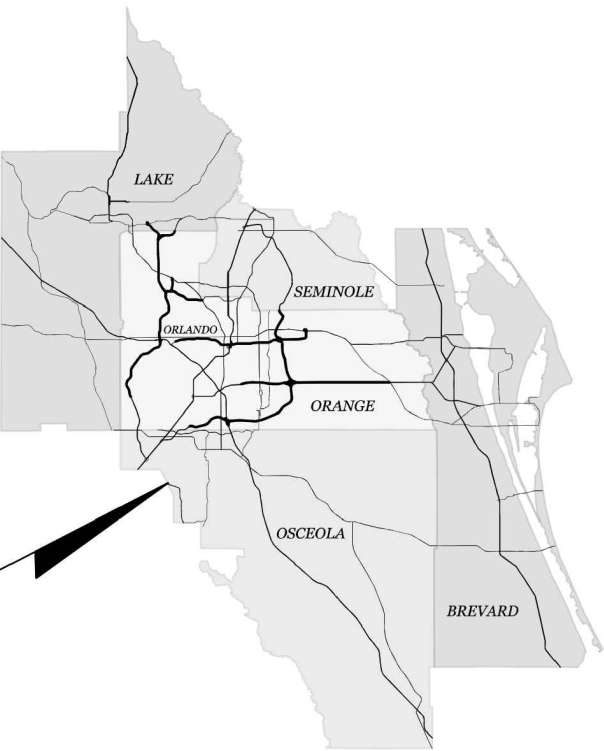
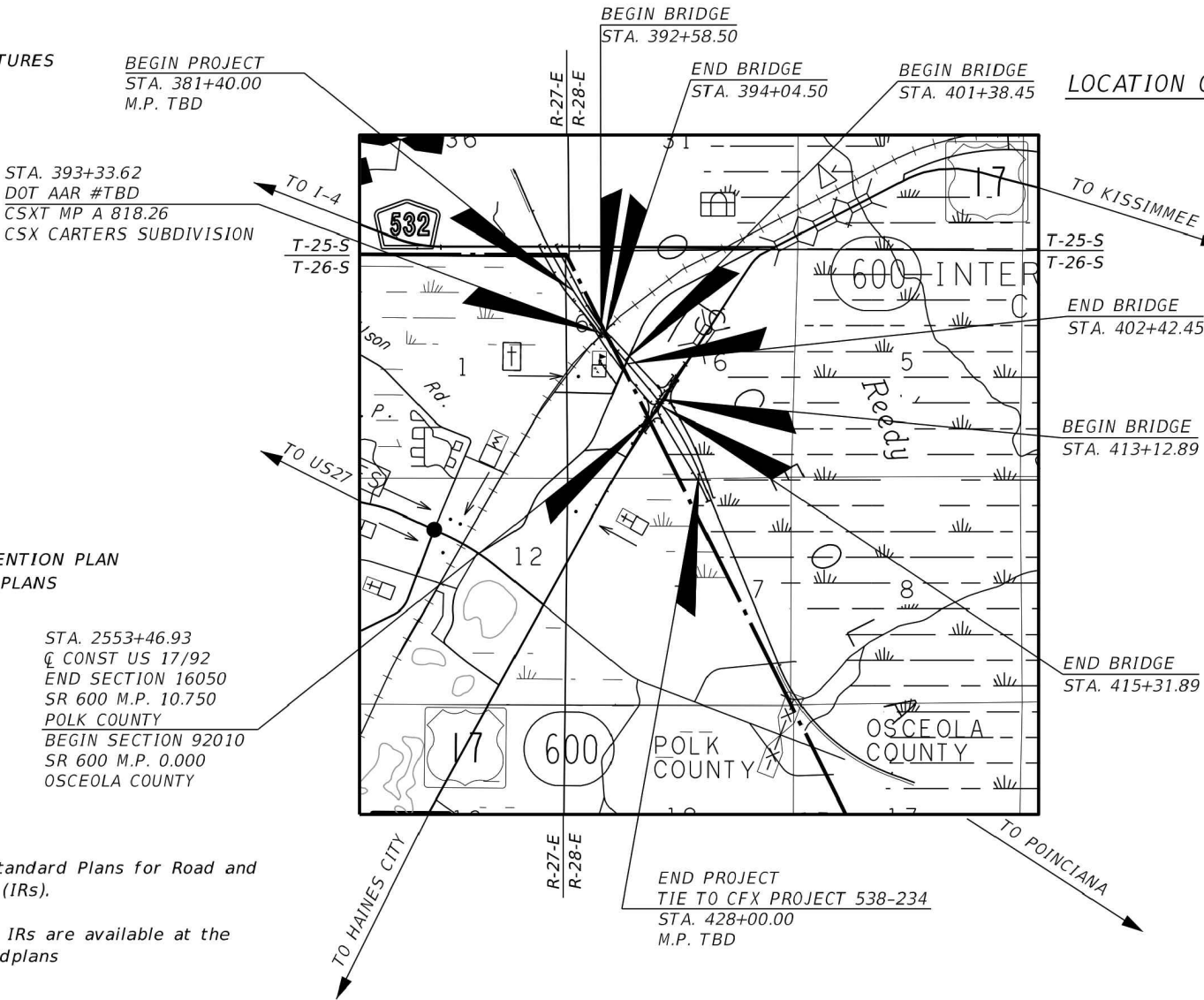
CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

CONTRACT PLANS

SR 538 (POINCIANA PARKWAY) SEGMENT 2  
(FROM CR 532 TO US 17/92)

STATE ROAD NO. 538

CFX PROJECT NUMBER 538-235



LOCATION OF PROJECT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
GOVERNING BOARD

BUDDY DYER	CHAIRMAN, CITY OF ORLANDO MAYOR
SEAN PARKS	VICE CHAIRMAN, LAKE COUNTY REPRESENTATIVE
JERRY DEMINGS	TREASURER, ORANGE COUNTY MAYOR
BRANDON ARRINGTON	OSCEOLA COUNTY REPRESENTATIVE
LEE CONSTANTINE	SEMINOLE COUNTY REPRESENTATIVE
VICTORIA SIPLIN	ORANGE COUNTY REPRESENTATIVE
JAY MADARA	GOVERNOR'S APPOINTEE
CURT SMITH	BREVARD COUNTY REPRESENTATIVE
RALPH MARTINEZ	GOVERNOR'S APPOINTEE
CHRISTOPHER MAIER	GOVERNOR'S APPOINTEE

ROADWAY PLANS  
ENGINEER OF RECORD:

ROBERT B. JAMIESON, P.E.  
P.E. NO.: 63980  
GAI CONSULTANTS, INC.  
618 EAST SOUTH STREET - SUITE 700  
ORLANDO, FL 32801  
CONTRACT NO.: 001648  
VENDOR NO.: F251260999-003

CFX PROJECT MANAGER:

WILL HAWTHORNE, PE

90% SUBMITTAL  
JAN. 28, 2022

FISCAL YEAR	SHEET NO.
22	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



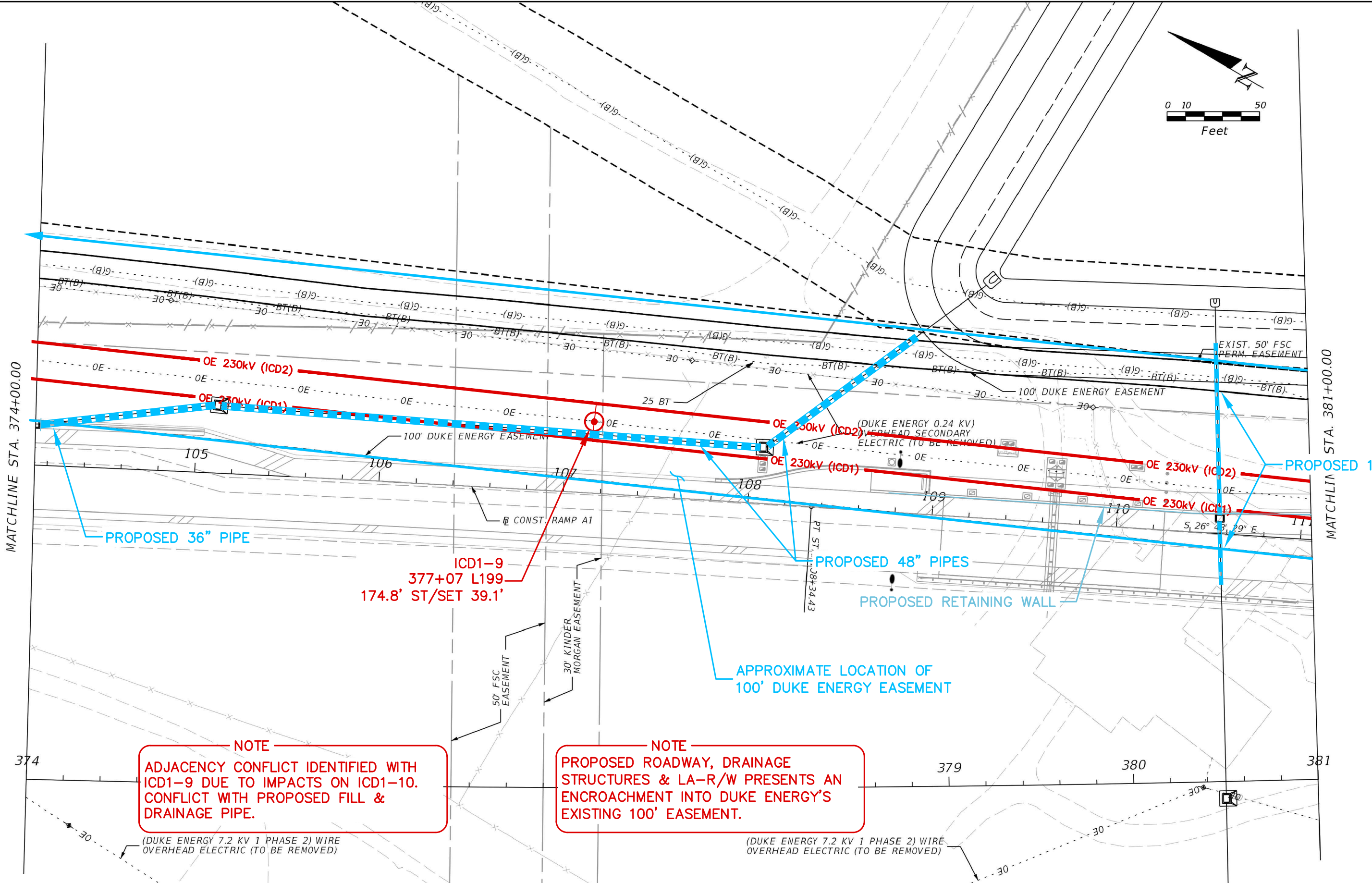








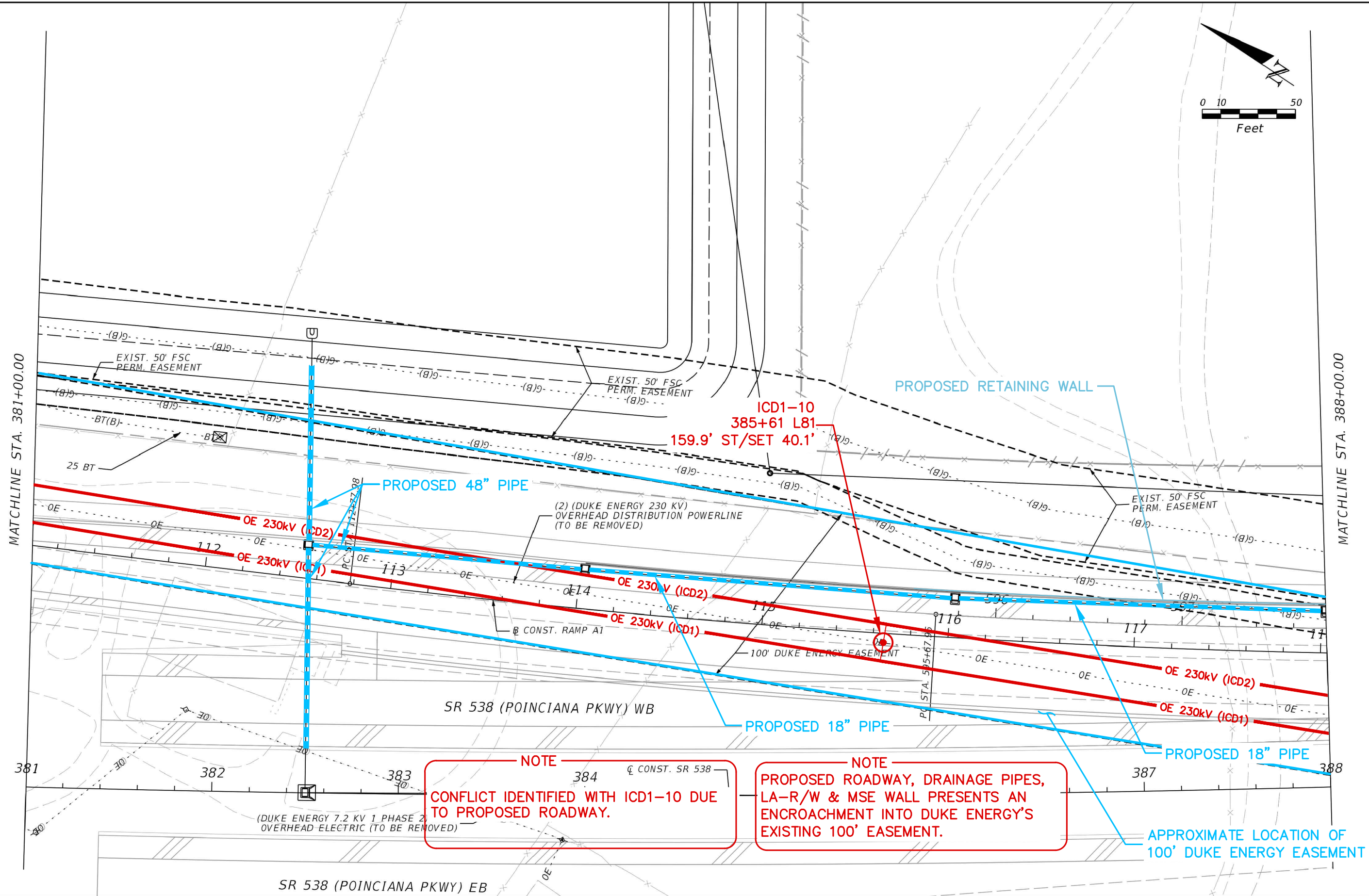
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REVISIONS				ROBERT B. JAMIESON, P.E P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	UTILITY ADJUSTMENT  SHEET (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			441
					SR 538	538-235			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND LED UNDER RULE 61G15-23.004, F.A.C.

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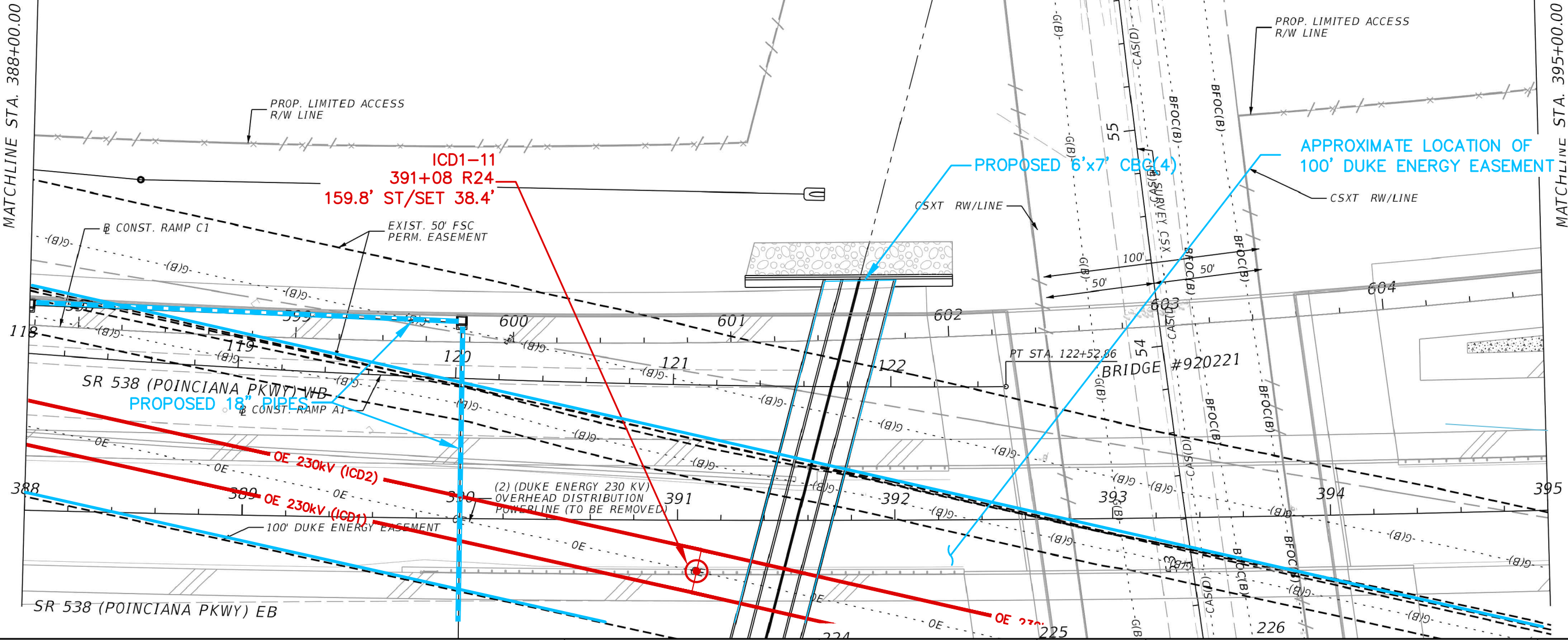
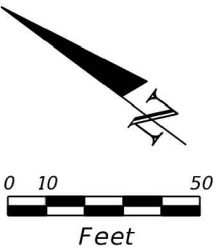
REVISIONS				ROBERT B. JAMIESON, P.E P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	UTILITY ADJUSTMENT  SHEET (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD NO.	PROJECT NO.			442
					SR 538	538-235			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE  
CONFLICT IDENTIFIED WITH ICD1-11 DUE TO PROPOSED ROADWAY.

NOTE  
PROPOSED ROADWAY, LA-R/W, RETAINING WALL & DRAINAGE PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING 100' EASEMENT.



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REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	UTILITY ADJUSTMENT SHEET (4)		SHEET NO.  443
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.				
					SR 538	538-235				

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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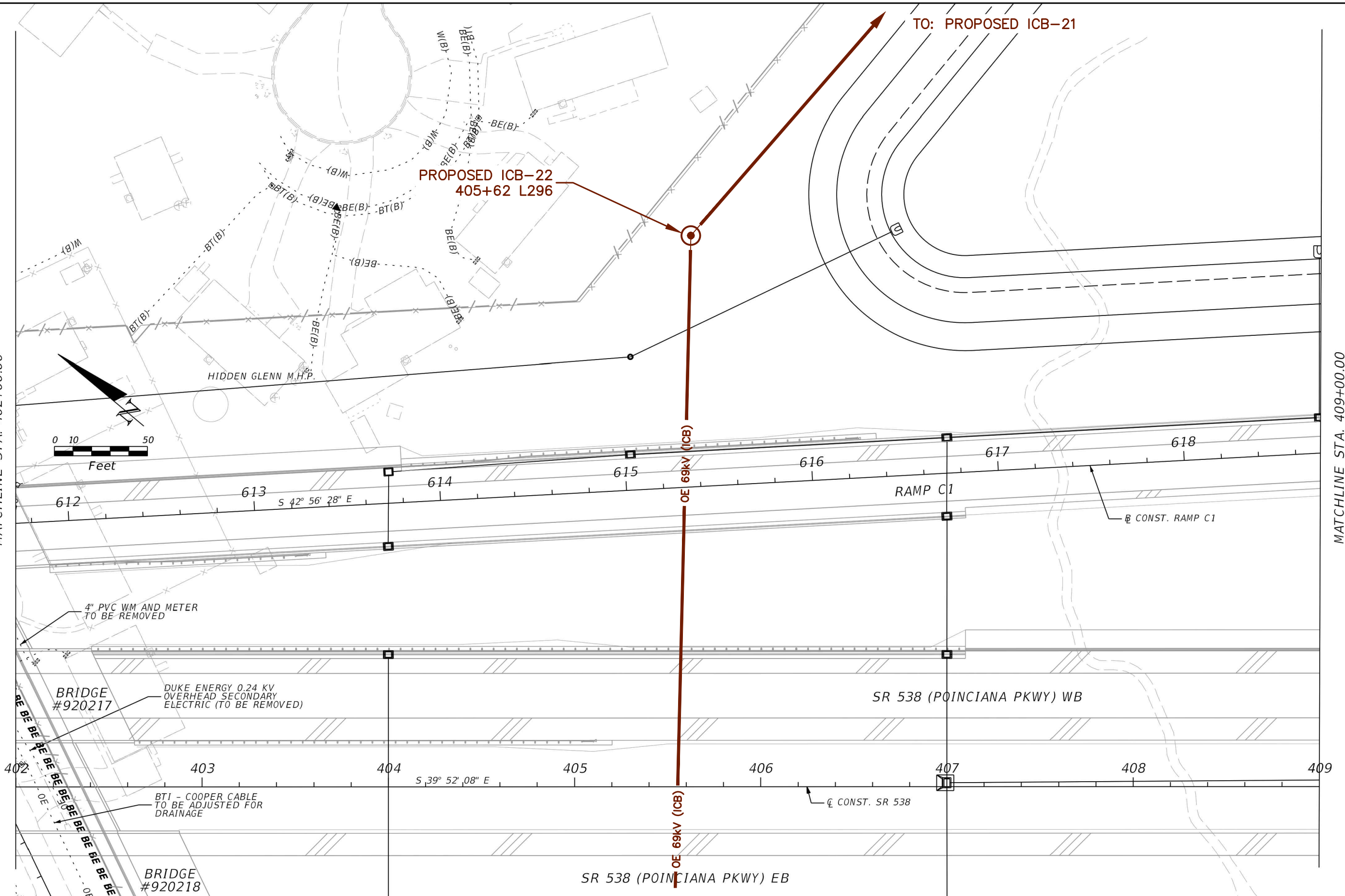
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1/28/2022

Jarsete

MATCHLINE STA. 402+00.00

MATCHLINE STA. 409+00.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.  
P.E. LICENSE NUMBER 63980  
GAI CONSULTANTS, INC.  
618 E. SOUTH STREET - SUITE 700  
ORLANDO, FL 32801

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235

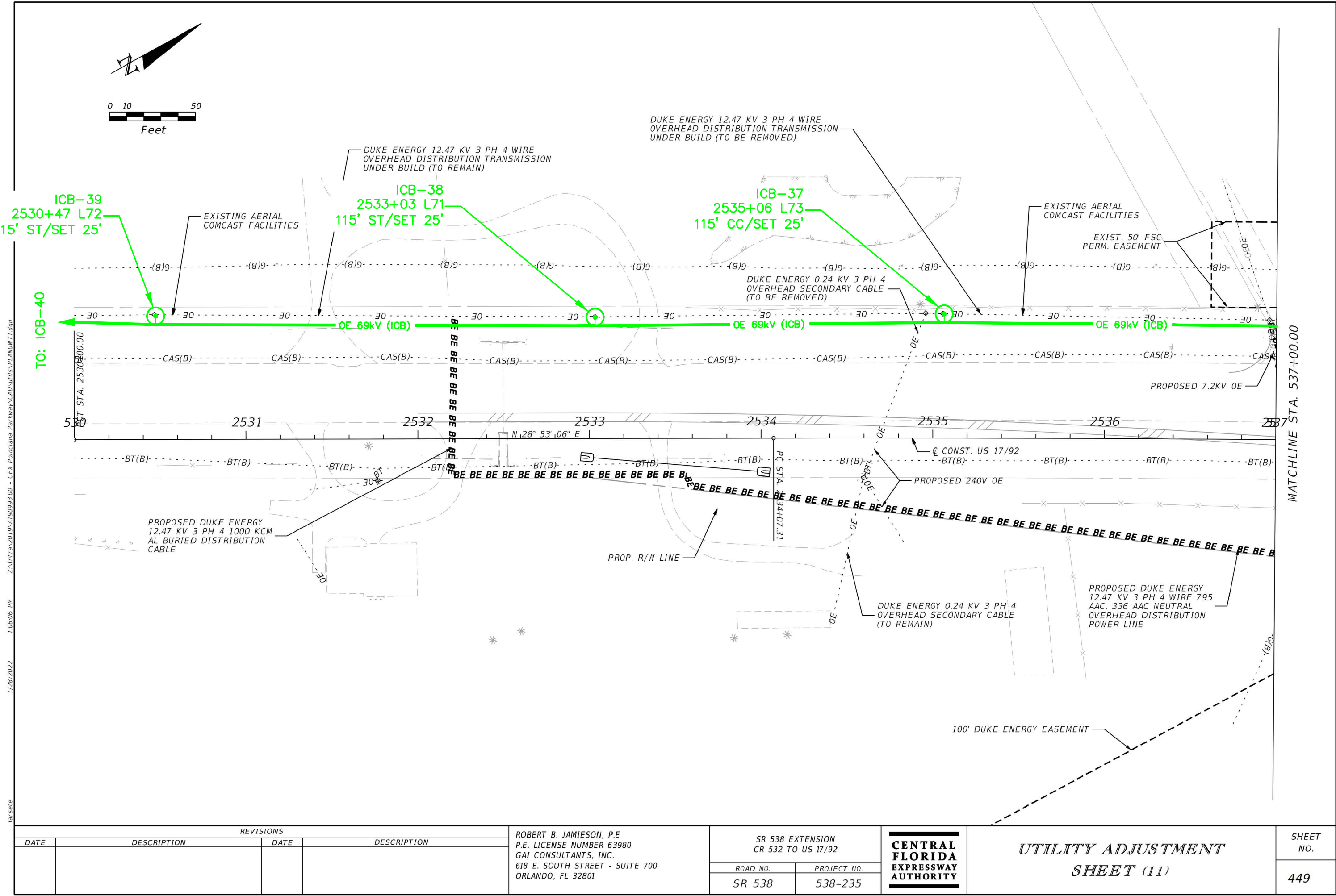


UTILITY ADJUSTMENT  
SHEET (6)

SHEET NO.
445

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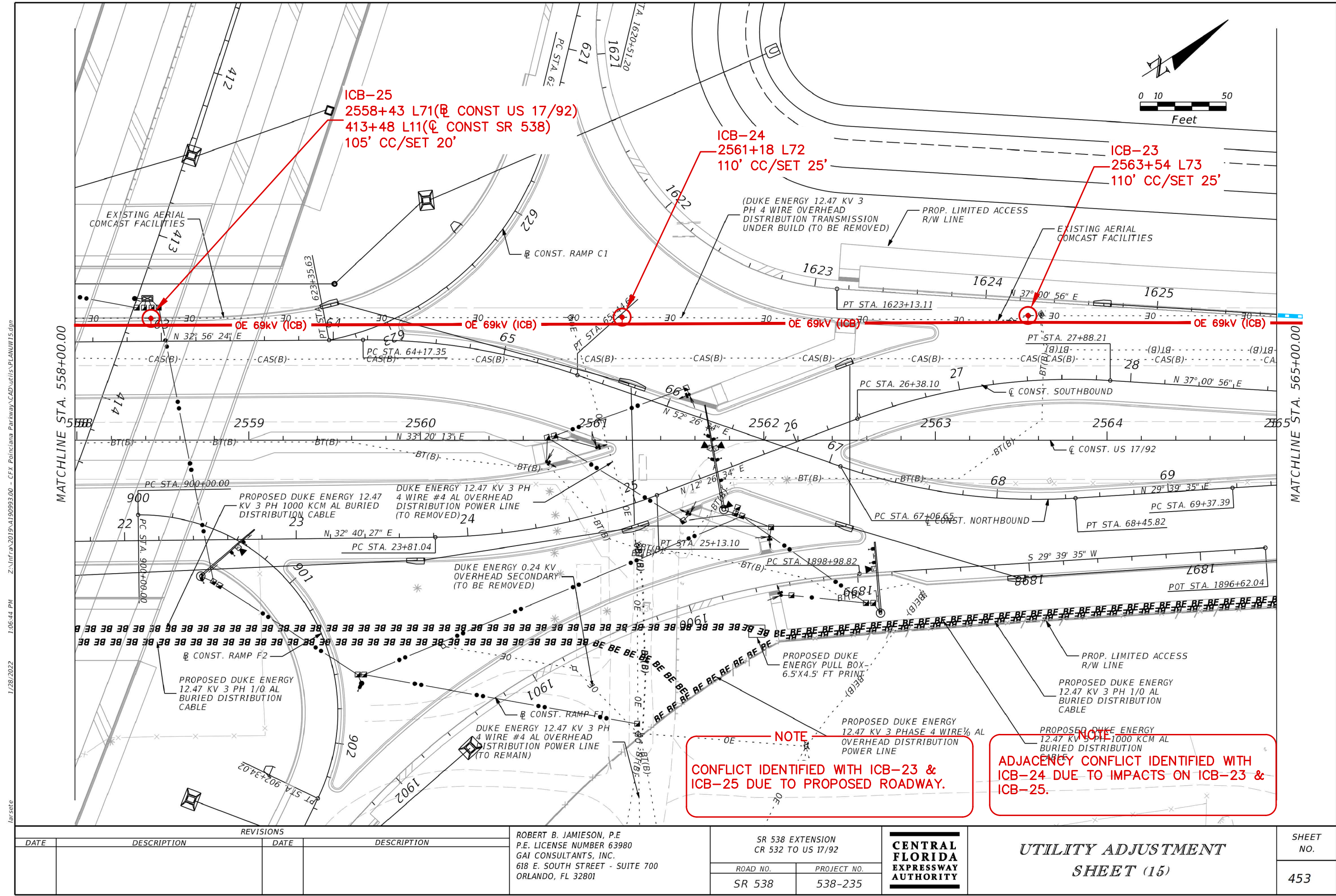












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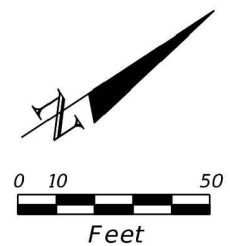
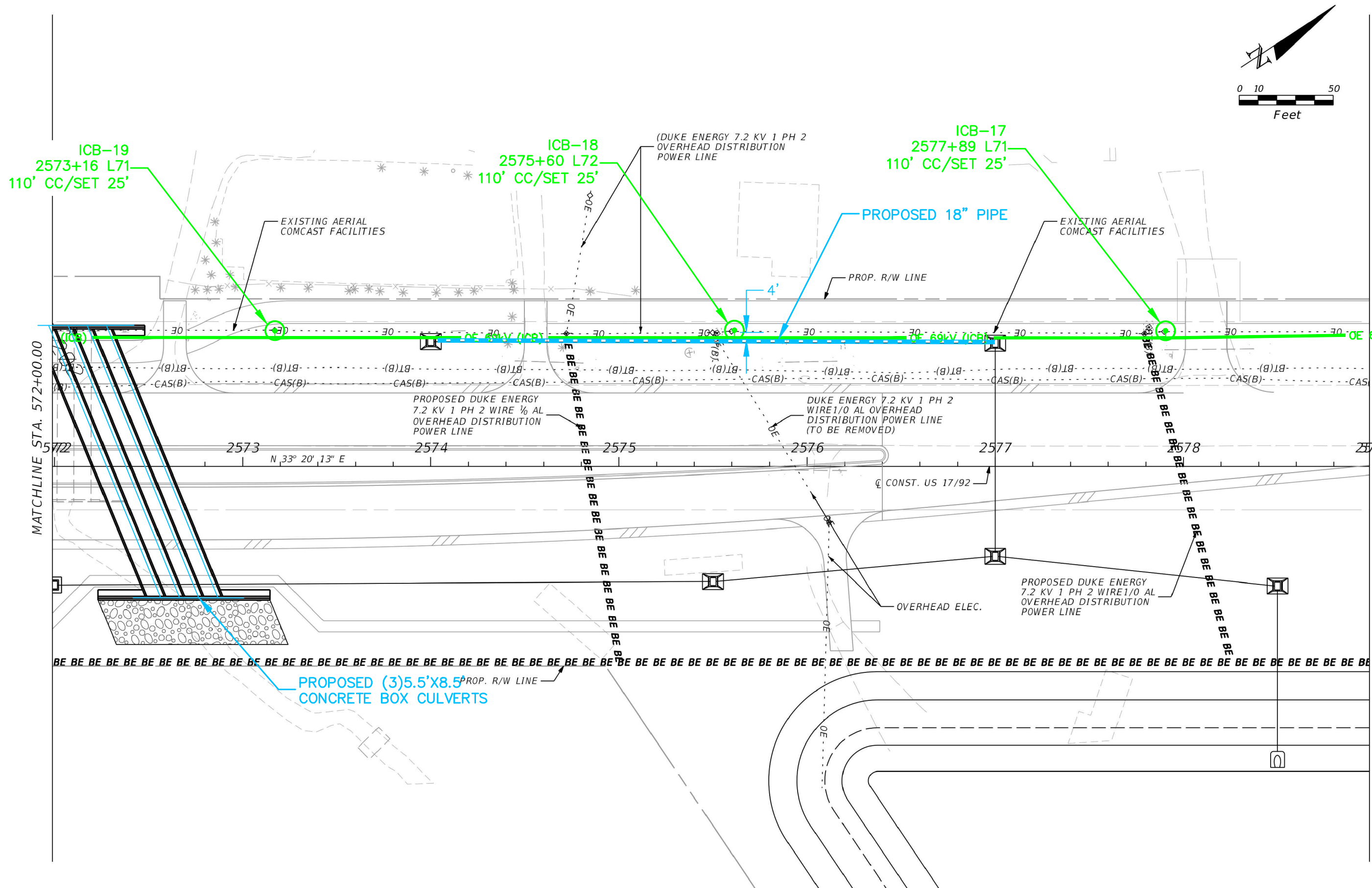
REVISIONS				ROBERT B. JAMIESON, P.E P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	UTILITY ADJUSTMENT  SHEET (15)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			453
					SR 538	538-235			





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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.				
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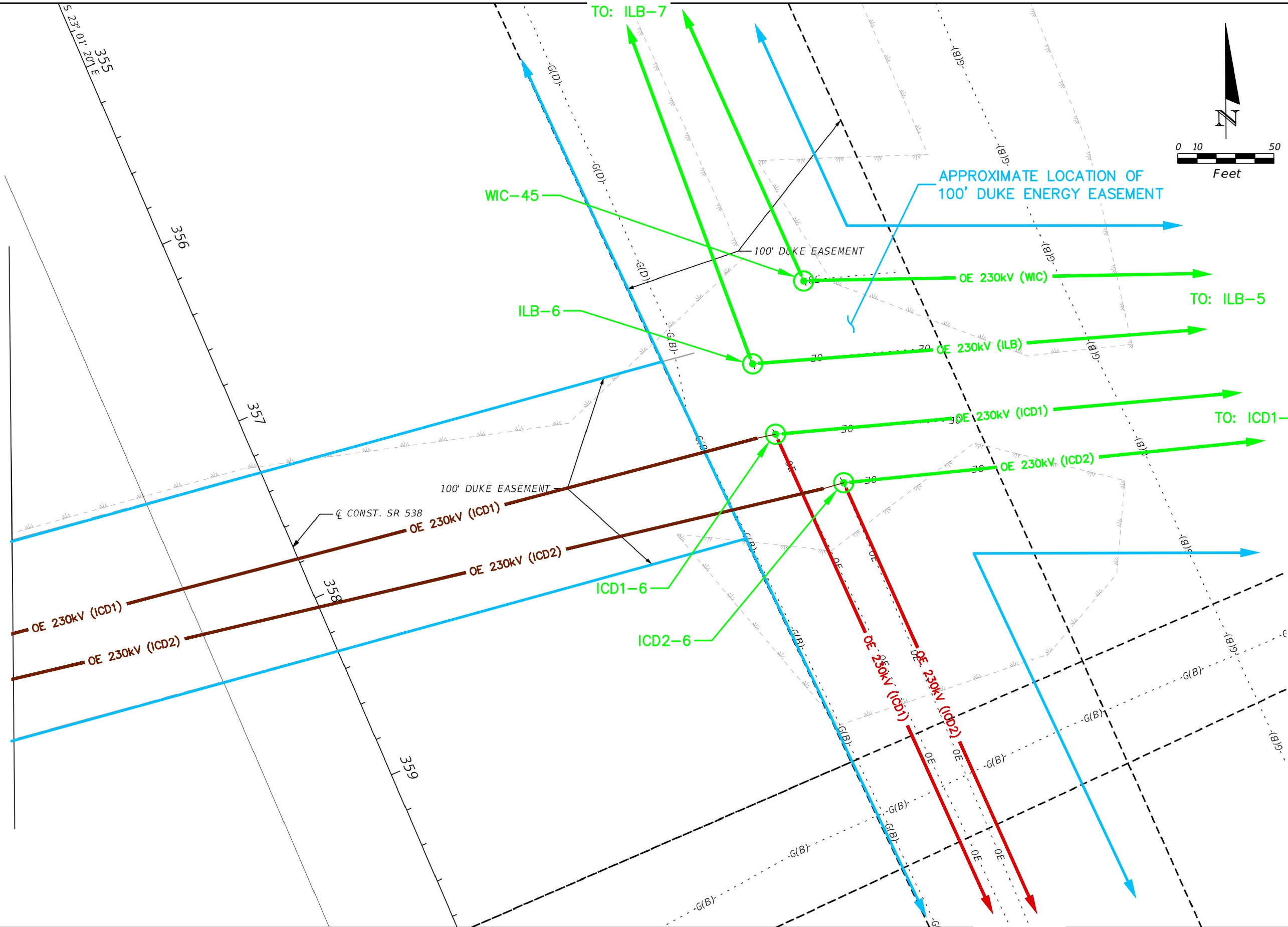
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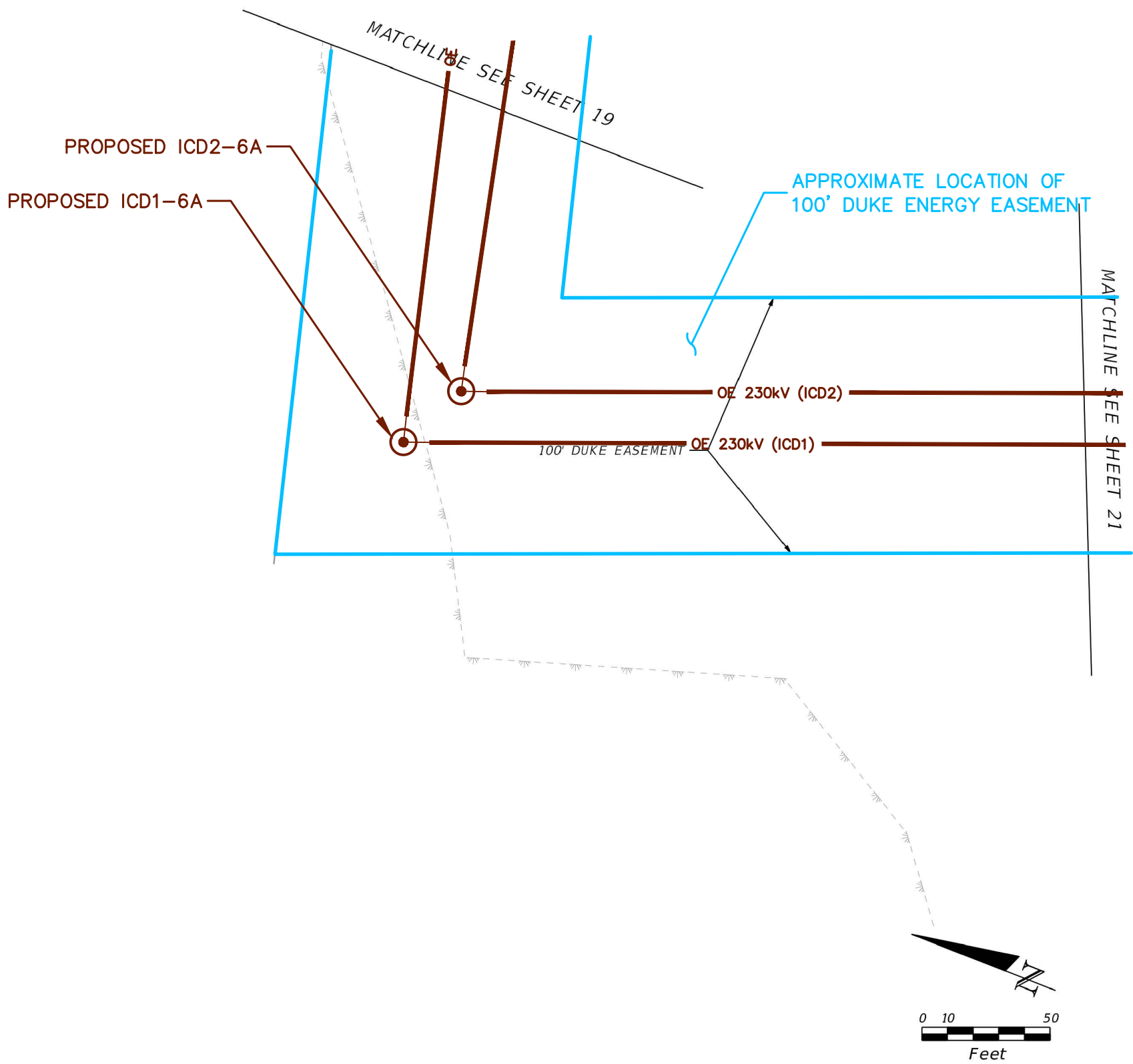
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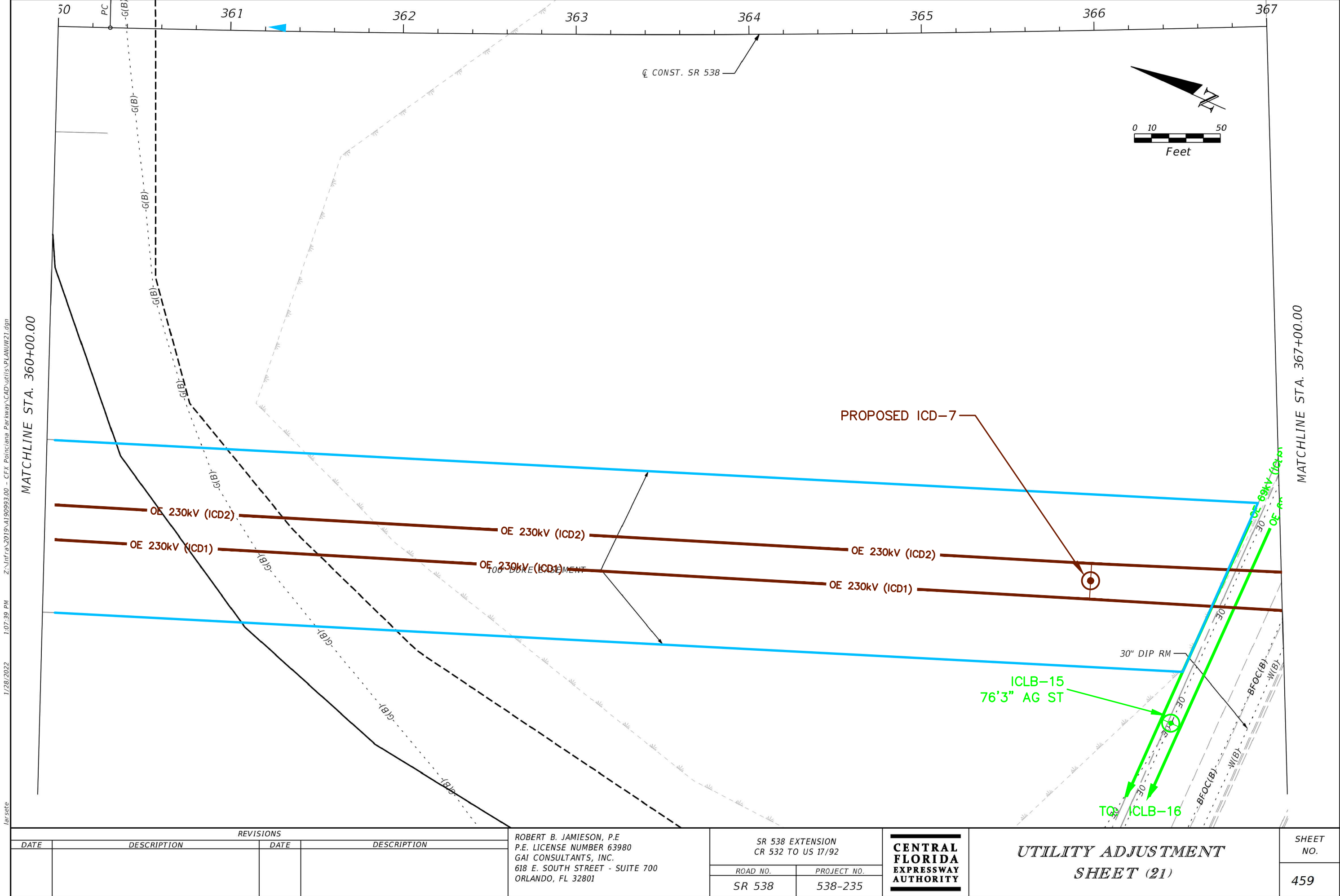
REVISIONS				ROBERT B. JAMIESON, P.E P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	TO: ICD1-7 UTILITY ADJUSTMENT SHEET (19)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			457
					SR 538	538-235			

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DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD NO.	PROJECT NO.			
					SR 538	538-235			458







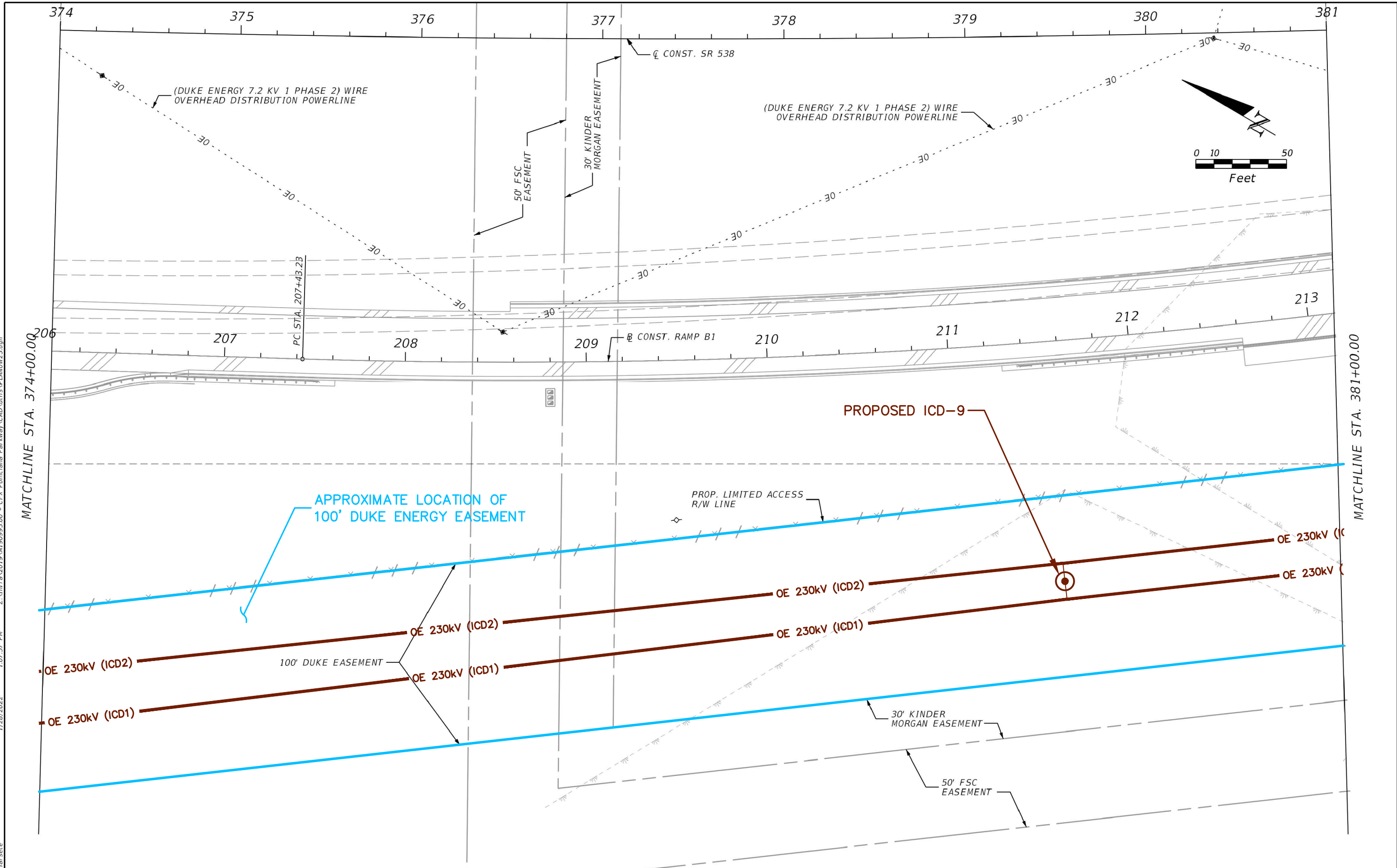
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REVISIONS				ROBERT B. JAMIESON, P.E P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	UTILITY ADJUSTMENT SHEET (21)		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.				459	
					SR 538	538-235					

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REVISIONS				ROBERT B. JAMIESON, P.E P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	UTILITY ADJUSTMENT  SHEET (23)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			461
					SR 538	538-235			

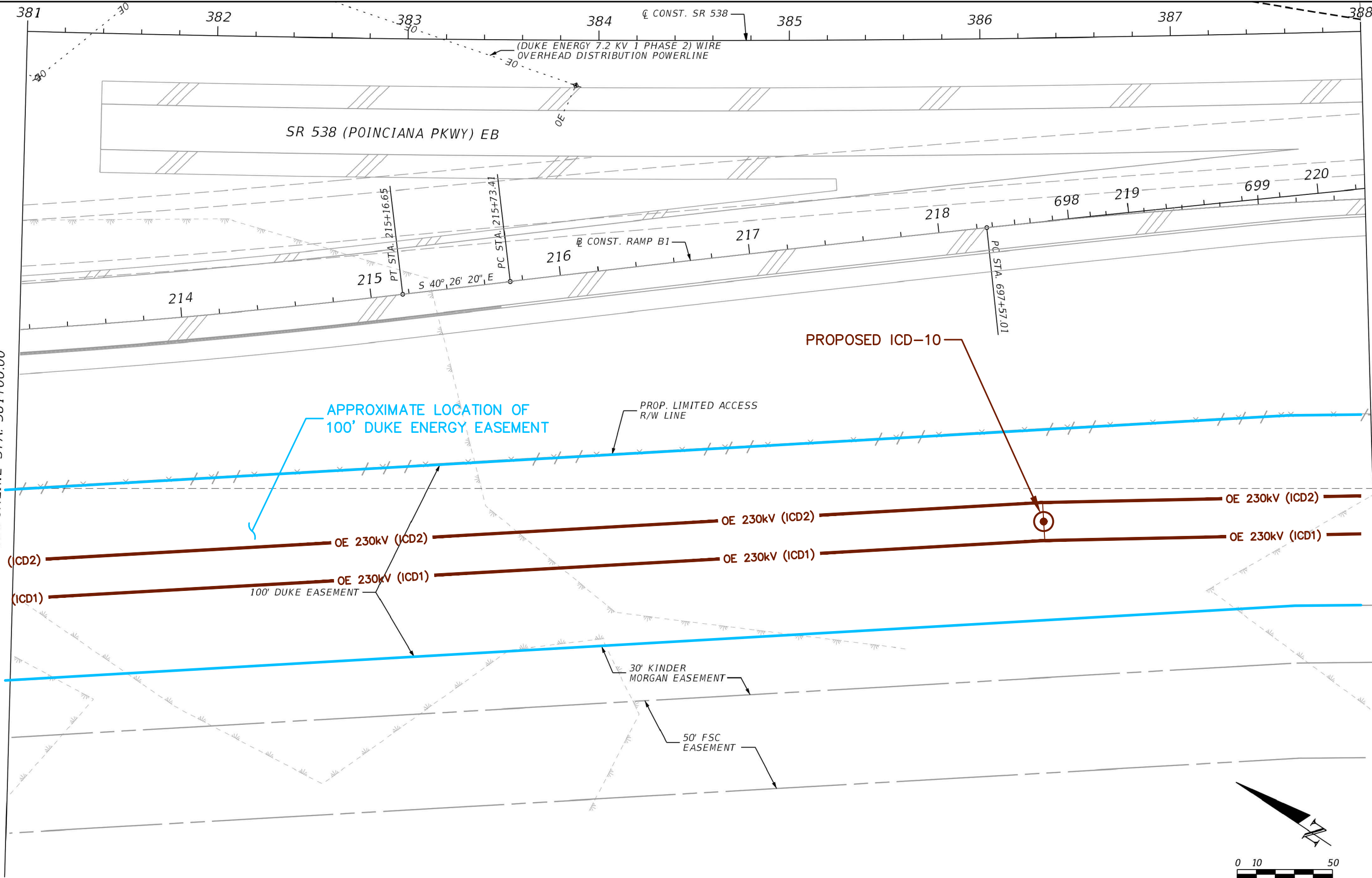
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MATCHLINE STA. 388+00.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.  
P.E. LICENSE NUMBER 63980  
GAI CONSULTANTS, INC.  
618 E. SOUTH STREET - SUITE 700  
ORLANDO, FL 32801

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235

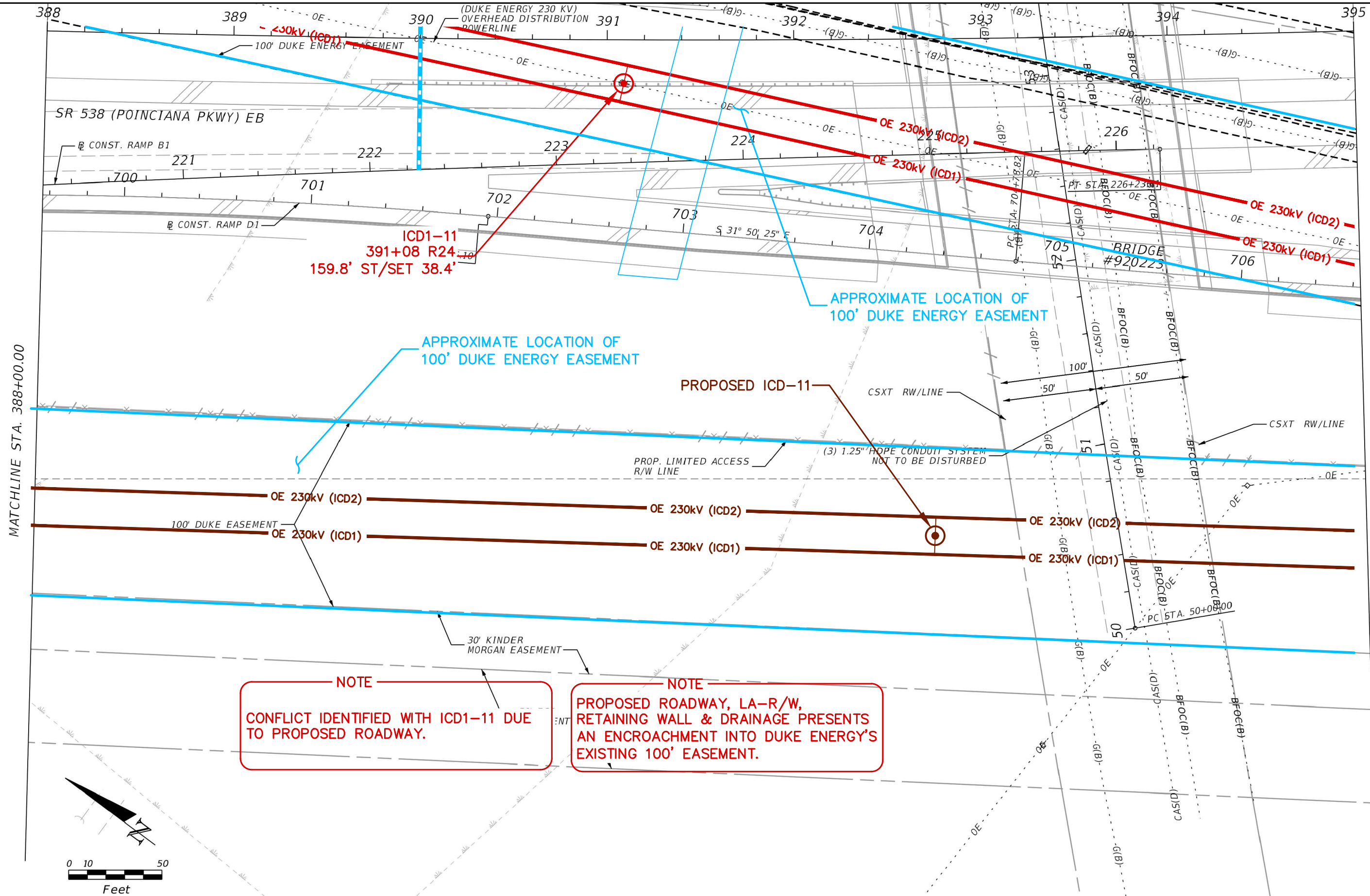


UTILITY ADJUSTMENT  
SHEET (24)

SHEET NO.
462

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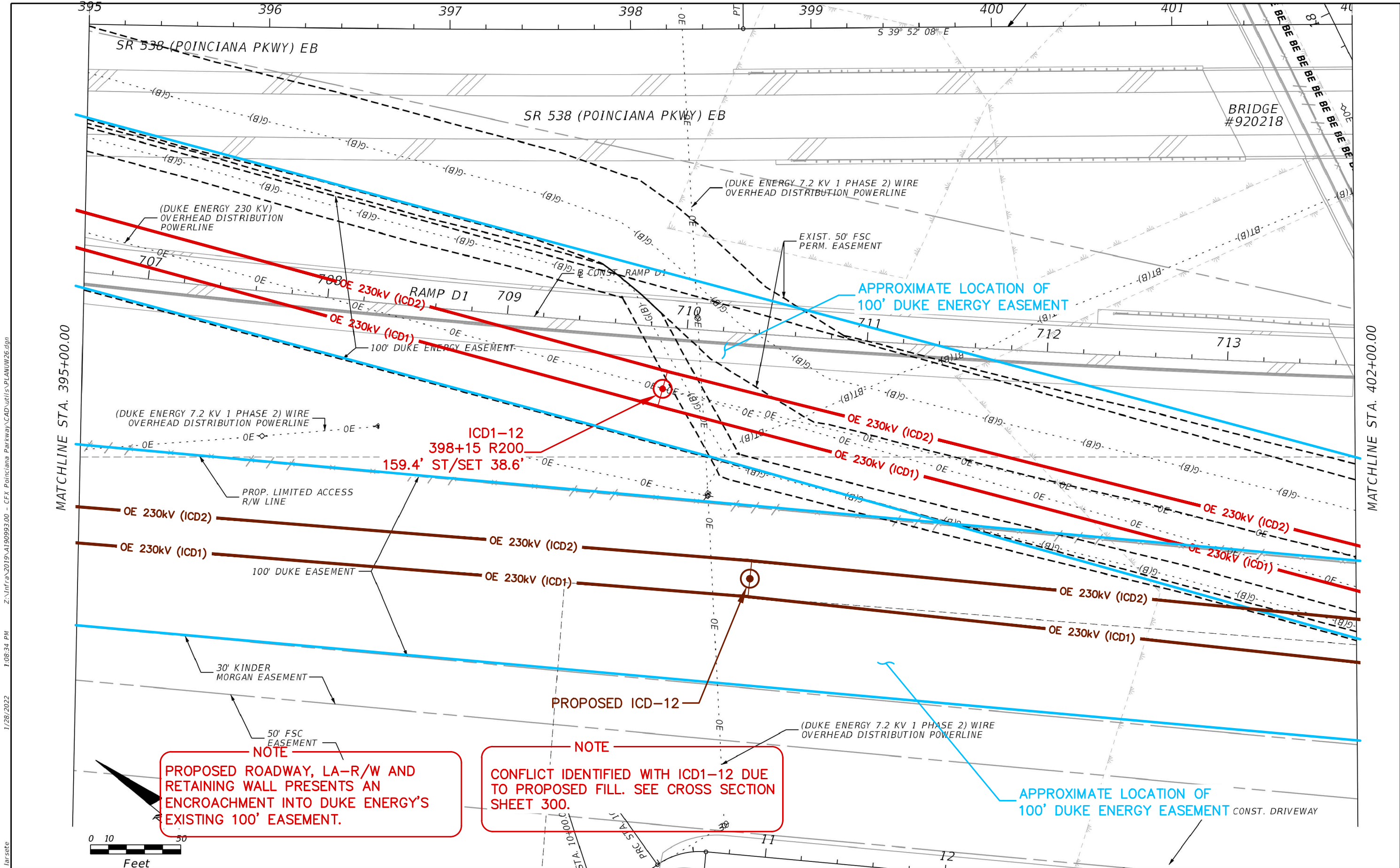
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			463
					SR 538	538-235			

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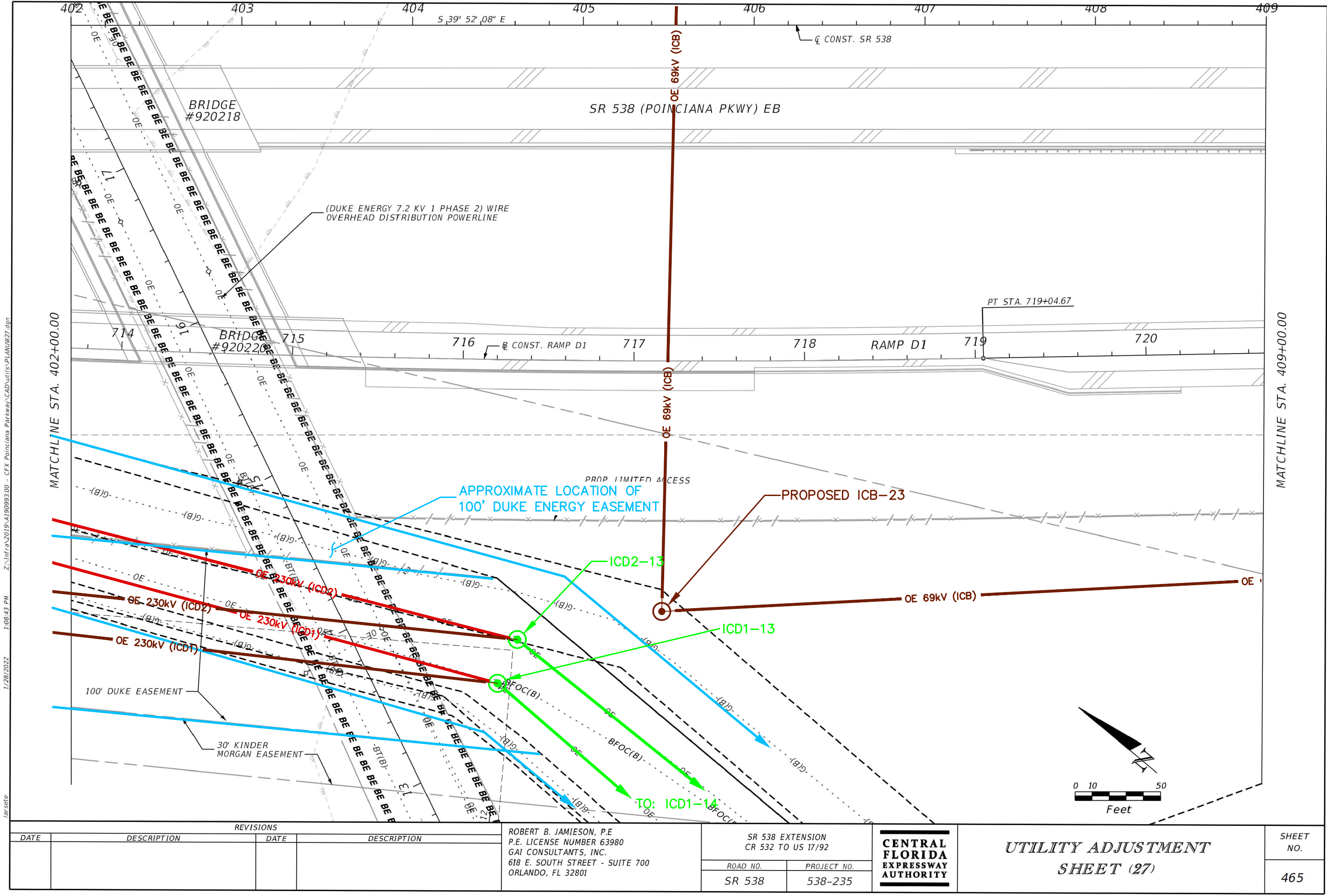




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DATE	DESCRIPTION	DATE	DESCRIPTION						
					SR 538	538-235			464



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 63980  
GAI CONSULTANTS, INC.  
618 E. SOUTH STREET - SUITE 700  
ORLANDO, FL 32801

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT  
SHEET (27)

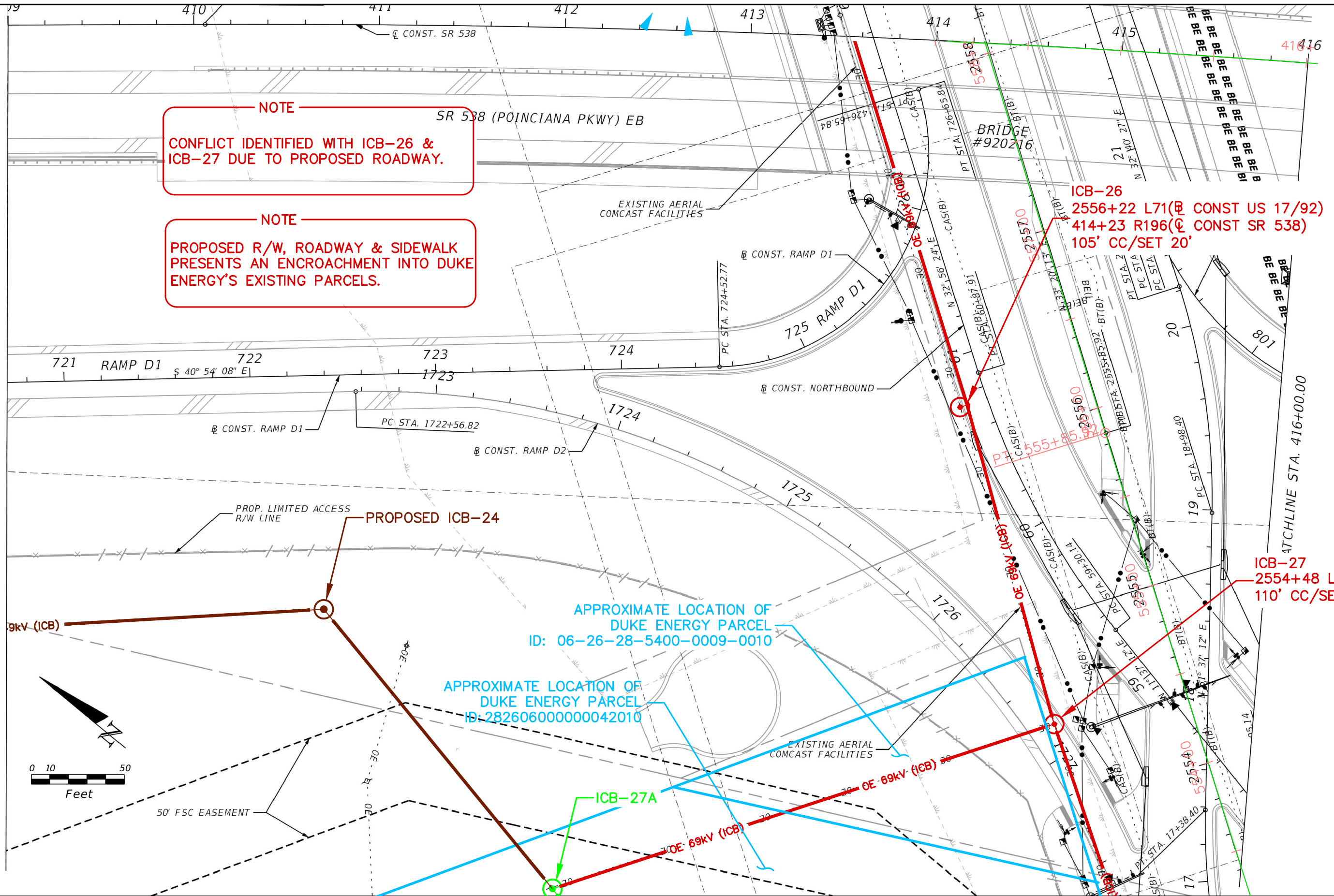
SHEET NO.
465

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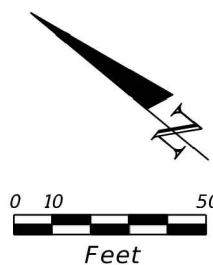
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**NOTE**  
CONFLICT IDENTIFIED WITH ICB-26 & ICB-27 DUE TO PROPOSED ROADWAY.

**NOTE**  
PROPOSED R/W, ROADWAY & SIDEWALK PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING PARCELS.



REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE N GAI CONSULTA 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	UTILITY ADJUSTMENT  SHEET (28)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			466
					SR 538	538-235			

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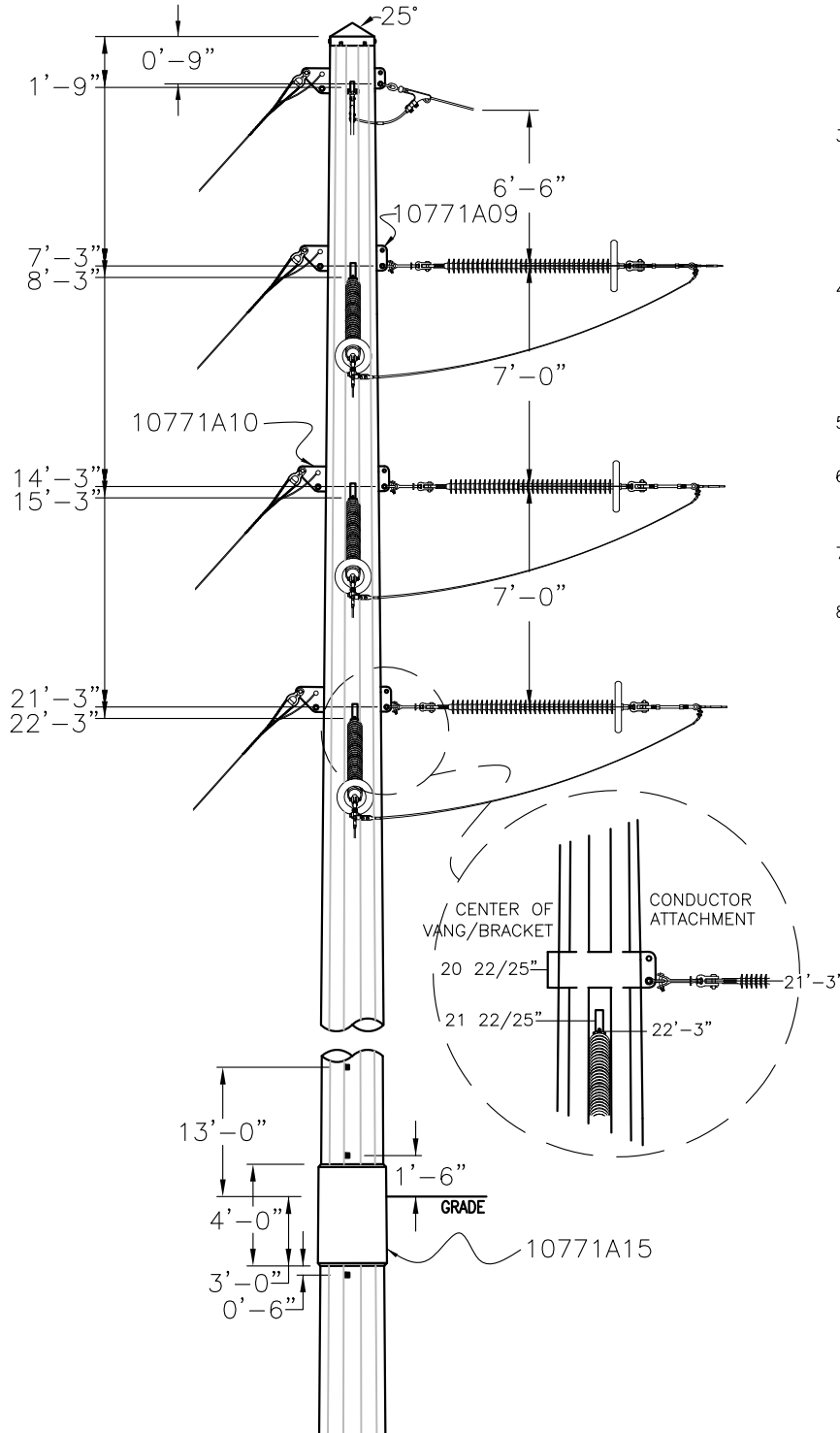
### DIVISION 3: FRAMING & ASSEMBLY DRAWINGS

- **Framing (Assemblies)**

- 21280 – 115kV Single Circuit, Eng. Steel, Engineered Steel Dead-end, Large Angle
- 21444i - 115kV Single Circuit, Concrete, Vertical Tangent, Polymer Post Insulator
- 31280 – 230kV Single Circuit, Eng. Steel, Engineered Steel Dead-end, Large Angle
- 32206 – 230kV Double Circuit, Eng. Steel, Vertical Tangent with Braced Post Insulators

NOTES:

- POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
- STEEL POLE MANUFACTURER SHALL SUPPLY THE FOLLOWING:
  - OHG & CONDUCTOR VANGS - PER 10771A09
  - GUY VANGS (IF REQ) - PER 10771A10
  - GROUND SLEEVE-PER 10771A15
  - MISC HARDWARE/BOLTS
- GROUNDING PER STANDARD 8001 AND INCLUSIVE OF
  - 9-2123-CONCRETE BACKFILL
  - 9-2010-OH LINE GROUNDING SPECIFICATION
 FOR BONDING GROUND CONNECTOR & #2 7-STRAND CU IS PROVIDED IN THE BILL OF MATERIALS.
- 1/2" STAINLESS STEEL NUT SHALL BE WELDED TO STRUCTURE AT 1'-6" ABOVE GRADE, 13'-0" ABOVE GRADE AND 3'-6" BELOW GRADE. 3'-6" BELOW GRADE (GROUNDING NUT AT 13'-0" ABOVE GRADE FOR FIBER BOX BONDING).
- GUYED STRUCTURES SHALL HAVE FLANGED SECTIONS RATHER THAN SLIP JOINTS.
- WHEN ADDING CONICAL CAPS CONSIDER LOWERING ATTACHMENT POINT FOR THE STATIC VANGS TO ACCOMMODATE THE CONICAL CAP.
- ADD 5/8" NUTS FOR DOWNLEAD CUSHION SUPPORTS (EVERY 5' PER DRAWING 6018) TO 15' ABOVE GRADE.
- DIRECT EMBEDDED ENGINEERED STEEL POLES SHALL USE CONCRETE BACKFILL WITHOUT EXTERNAL ANODES (TABLE 3, TDP-STD-TRM-000113, SPS FOR TRANSMISSION POLE STANDARDS). EXCEPTIONS TO THIS STANDARD PRACTICE OF CONCRETE BACKFILL REQUIRE
  - APPROVAL OF LEAD ENGINEERS/MANAGEMENT
  - EXTERNAL MAGNESIUM BAG ANODES - PER 8017
  - SINGLE POLE GROUNDING FOR ROCK BACKFILL - PER 9-2122



STRUCTURE MARKERS PER STANDARD 1-1200

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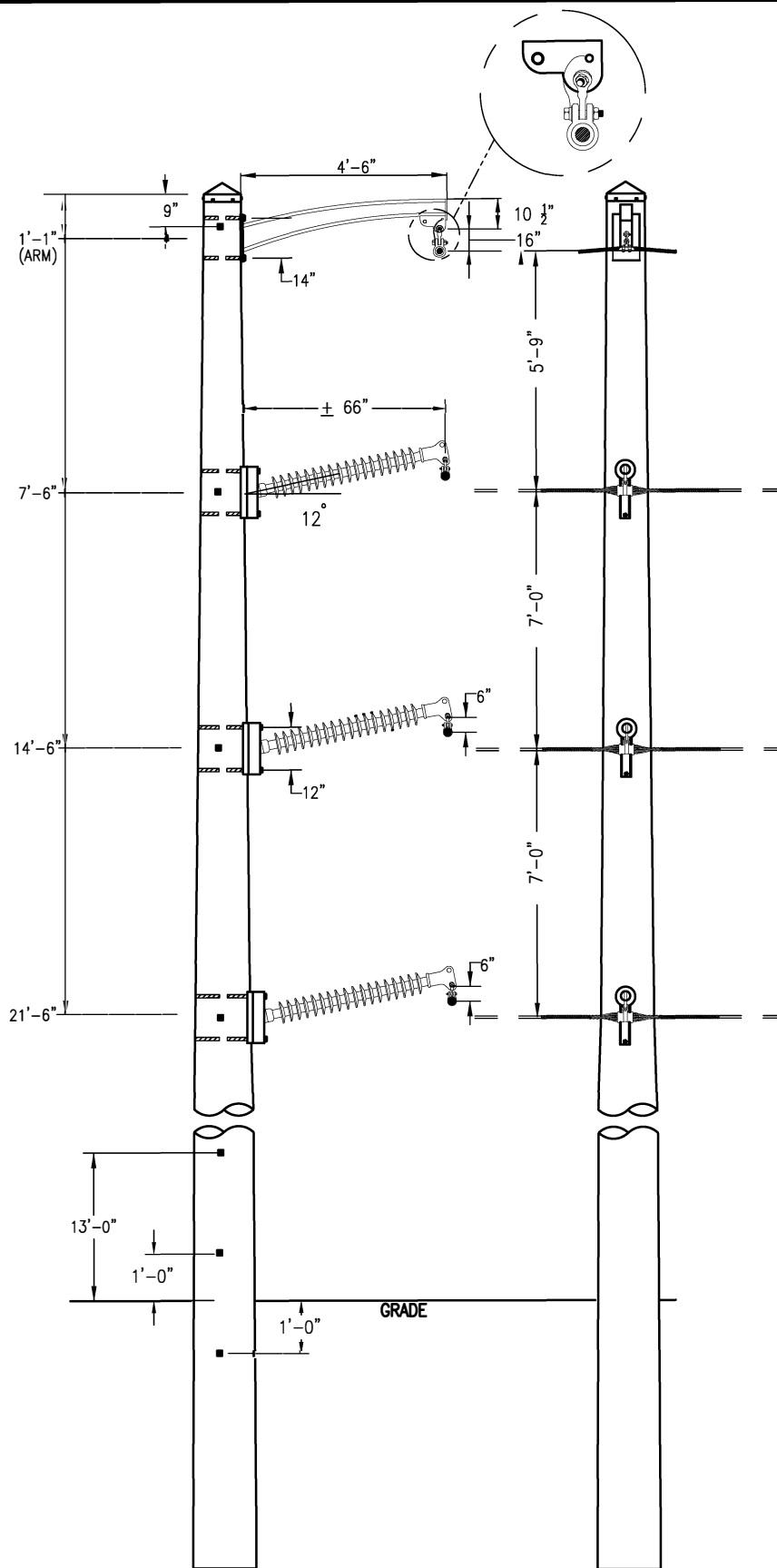
0	CONVERTED TO NEW STANDARD.	JLL	08/17
REV.#	REVISION DESCRIPTION	BY	DATE

ASSEMBLIES REQUIRED:	
DWG	DESCRIPTION
2015	CONDUCTOR W/O JUMPER SUPPORT
6001	OHG (1) STRAIN CLAMP
6002	OHG (2) STRAIN CLAMP
6007	FIBER SPLICE POINT
6009	FIBER LARGE ANGLE DEADEND
6018	DOWN LEAD CUSHIONS
6024	FIBER SPLICE BOX
7001	ANCHORS
7002	DOWN GUYS
8001	GROUNDING
8017	CATHODIC PROTECTION (SEE NOTE 7)
9065	SUSPENSION INSULATOR

**69/115KV SINGLE CIRCUIT  
ENGINEERED STEEL DEADEND  
LARGE ANGLE STRUCTURE  
85° OR GREATER**

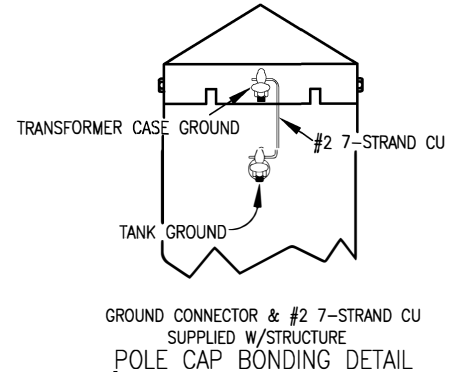


APPROVED	TV	SHEET
DATE	7/18	1 OF 1
SCALE=NTS	DWG.	21280



# NOTES:

- POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
  - GROUNDING PER STANDARD 8001 (INCLUSIVE OF 9-2122 & 9-2010). FOR BONDING, GROUND CONNECTOR & #2 7-STRAND IS PROVIDED IN THE BILL OF MATERIALS.
  - INSTALL TANK GROUNDS AT:
    - 0'-9" FROM TIP
    - 1'-0" ABOVE GRADE
    - 13'-0" ABOVE GRADE (FOR FIBER BOX BONDING)
    - 1'-0" BELOW GRADE
- \*ADD TANK GROUNDS AT GUY ATTACHMENT LOCATIONS WHEN GUYS ARE USED. GROUND ANCHORS PER 9-2520.
- BOND OPGW/OHG TO THE ARM WITH #2 7-STRAND CU AS SHOWN IN THE DETAIL.
  - BOND CAP TO THE UPPER TANK GROUND WITH #2 7-STRAND CU.
  - REFER TO PEF21444i FOR DRILLING/INSERT DETAILS.



## ASSEMBLIES REQUIRED:

DWG	DESCRIPTION
1008	CONDUCTOR AGS UNIT
4001	OHG AGS UNIT
4026	OHG SUPPORT ASSEMBLY
5001	OPGW AGS UNIT
8001	GROUNDING
9063	POST INSULATOR

STRUCTURE MARKERS PER STANDARD 1-1200

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2	CORRECTED INSULATOR DWG REF FROM 9053 TO 9063	DM	10/18
1	CONVERTED TO NEW STANDARD.	FC	09/17
REV.#	REVISION DESCRIPTION	BY	DATE

## 69/115kV SINGLE CIRCUIT CONCRETE, VERTICAL TANGENT POLYMER POST INSULATOR STRUCTURE



APPROVED	TV	SHEET
DATE	09/17	1 OF 1
SCALE=NTS	DWG.	21444i

NOTES:

1. POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
2. STEEL POLE MANUFACTURER SHALL SUPPLY THE FOLLOWING:

- OHG & CONDUCTOR VANGS - PER 10771A09
- GUY VANGS (IF REQ) - PER 10771A10
- GROUND SLEEVE - PER 10771A15
- MISC HARDWARE/BOLTS

3. GROUNDING PER STANDARD 8001 AND INCLUSIVE OF

- 9-2123-CONCRETE BACKFILL
- 9-2010-OH LINE GROUNDING SPECIFICATION

FOR BONDING GROUND CONNECTOR & #2 7-STRAND CU IS PROVIDED IN THE BILL OF MATERIALS.

4. 1/2" STAINLESS STEEL NUT SHALL BE WELDED TO STRUCTURE AT 1'-6" ABOVE GRADE, 13'-0" ABOVE GRADE AND 3'-6" BELOW GRADE. 3'-6" BELOW GRADE (GROUNDING NUT AT 13'-0" ABOVE GRADE FOR FIBER BOX BONDING).

5. GUYED STRUCTURES SHALL HAVE FLANGED SECTION RATHER THAN SLIP JOINTS.

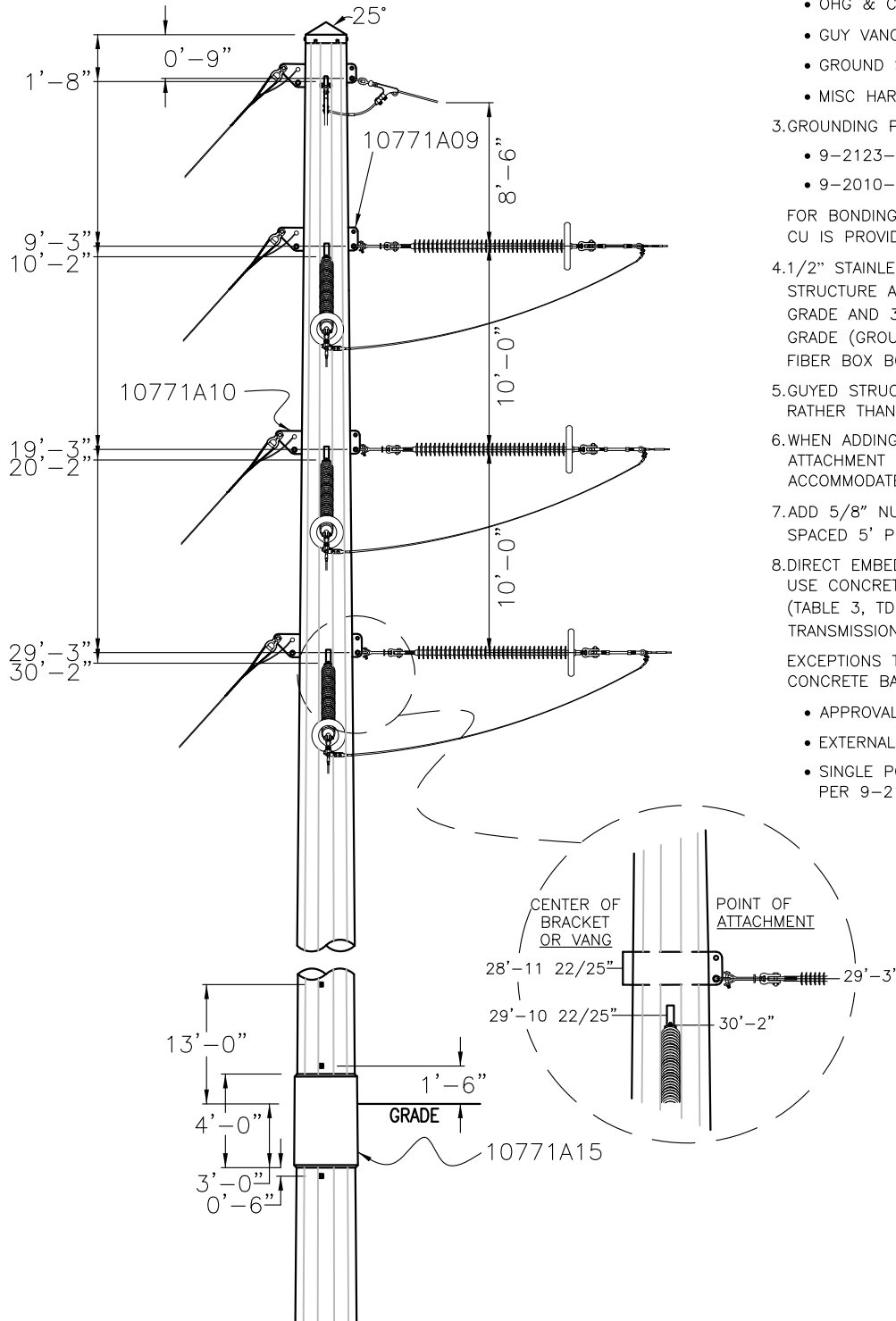
6. WHEN ADDING CONICAL CAPS CONSIDER LOWERING ATTACHMENT POINT FOR THE STATIC VANGS TO ACCOMMODATE THE CONICAL CAP.

7. ADD 5/8" NUTS FOR DOWN LEAD CUSHION SUPPORT SPACED 5' PER DWG 6018 TO 15' ABOVE GRADE.

8. DIRECT EMBEDDED ENGINEERED STEEL POLES SHALL USE CONCRETE BACKFILL WITHOUT EXTERNAL ANODES (TABLE 3, TDP-STD-TRM-000113, SPS FOR TRANSMISSION POLE STANDARDS).

EXCEPTIONS TO THIS STANDARD PRACTICE OF CONCRETE BACKFILL REQUIRE

- APPROVAL OF LEAD ENGINEERS/MANAGEMENT
- EXTERNAL MAGNESIUM BAG ANODES - PER 8017
- SINGLE POLE GROUNDING FOR ROCK BACKFILL - PER 9-2122



STRUCTURE MARKERS PER STANDARD 1-1200

ASSEMBLIES REQUIRED:

DWG	DESCRIPTION
2013	CONDUCTOR W/O JUMPER SUPPORT
6001	OHG (1) STRAIN CLAMP
6002	OHG (2) STRAIN CLAMP
6007	FIBER SPLICE POINT
6009	FIBER LARGE ANGLE DEADEND
6018	DOWN LEAD CUSHIONS
6024	FIBER SPLICE BOX
7001	ANCHORS
7002	DOWN GUYS
8001	GROUNDING
9065	SUSPENSION INSULATORS

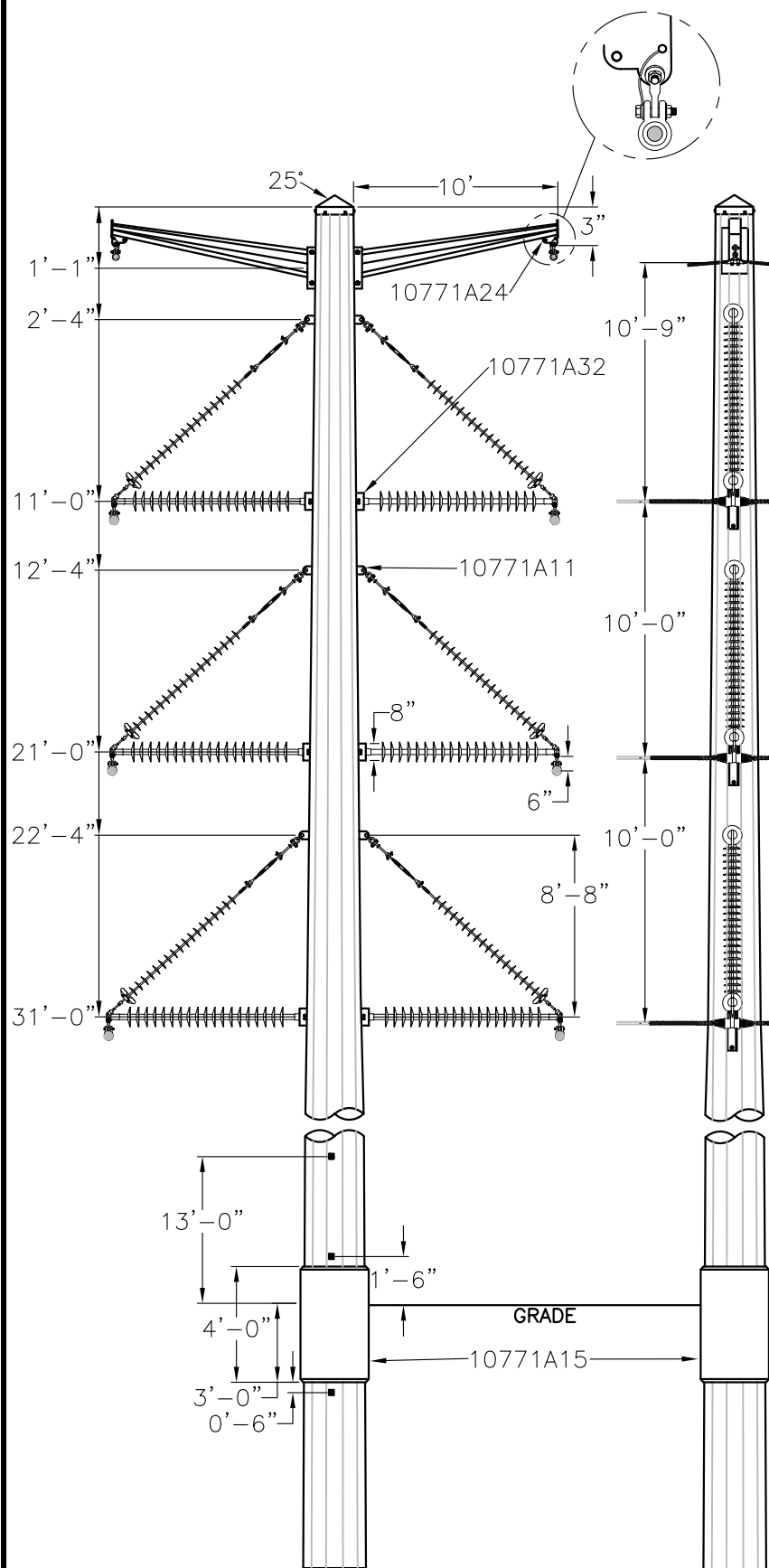
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230KV SINGLE CIRCUIT  
ENGINEERED STEEL DEADEND  
LARGE ANGLE STRUCTURE  
85° OR GREATER

REV.#	REVISION DESCRIPTION	BY	DATE
0	CONVERTED TO NEW STANDARD.	JLL	09/17



APPROVED	TV	SHEET
DATE	7/18	1 OF 1
SCALE=NTS	DWG.	31280



# NOTES:

1. POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.

2. STEEL POLE MANUFACTURER SHALL SUPPLY THE FOLLOWING:

- MOUNTING BRACKETS - PER 10771A32
- SUPPORT VANGS - PER 10771A11
- ARM SUSPENSION PLATE - PER 10771A24
- GROUND SLEEVE - PER 10771A15
- MISC HARDWARE/BOLTS

3. GROUNDING PER STANDARD 8001 AND INCLUSIVE OF

- 9-2123-CONCRETE BACKFILL
- 9-2010-OH LINE GROUNDING SPECIFICATION

FOR BONDING GROUND CONNECTOR & #2 7-STRAND CU IS PROVIDED IN THE BILL OF MATERIALS.

4. 1/2" STAINLESS STEEL NUT SHALL BE WELDED TO STRUCTURE AT 1'-6" ABOVE GRADE, 13'-0" ABOVE GRADE AND 3'-6" BELOW GRADE. 3'-6" BELOW GRADE (GROUNDING NUT AT 13'-0" ABOVE GRADE FOR FIBER BOX BONDING).

5. IF BUNDLED CONFIGURATION USED, INCREASE PHASE SEPARATION BY MINIMUM OF 18".

6. WHEN ADDING CONICAL CAPS CONSIDER LOWERING ATTACHMENT POINT FOR THE STATIC ARM VANGS TO ACCOMMODATE THE CONICAL CAP.

7. DIRECT EMBEDDED ENGINEERED STEEL POLES SHALL USE CONCRETE BACKFILL WITHOUT EXTERNAL ANODES (TABLE 3, TDP-STD-TRM-000113, SPS FOR TRANSMISSION POLE STANDARDS).

EXCEPTIONS TO THIS STANDARD PRACTICE OF CONCRETE BACKFILL REQUIRE

- APPROVAL OF LEAD ENGINEERS/MANAGEMENT
- EXTERNAL MAGNESIUM BAG ANODES - PER 8017
- SINGLE POLE GROUNDING FOR ROCK BACKFILL - PER 9-2122

STRUCTURE MARKERS PER STANDARD 1-1200

## ASSEMBLIES REQUIRED:

DWG	DESCRIPTION
1008	CONDUCTOR AGS UNIT
4001	OHG AGS UNIT
5001	OPGW AGS UNIT
8001	GROUNDING
8017	CATHODIC PROTECTION (SEE NOTE 7)
9071	BRACED POST INSULATOR

## 230KV DOUBLE CIRCUIT ENG. STEEL, VERTICAL TANGENT BRACED POST INSULATOR STRUCTURE

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3	ADJ. STATIC ARM TO SHOW CL OHG ATTACHMENT AT 3" FROM POLE TOP	DM	5/19
2	CORRECTED DIMS FOR OHG ARM CENTER ATTACHMENT AND DIST. TO TOP PHASE VANG.	DM	10/18
REV.#	REVISION DESCRIPTION	BY	DATE



APPROVED	TLV	SHEET
DATE	7/18	1 OF 1
SCALE=NTS	DWG.	32206



### DIVISION 4: EASEMENT AND PERMIT INFORMATION

- **Easement Lists & Restrictions**
  - Easements to be provided by CFX
- **Road Permit Required**
  - 69kV ICB Circuit:
    - US 17/92 Roadway Utilization Permit
  - 230kV ICD Circuit:
    - (1) crossing at Old Kissimmee Road
    - (1) crossing at CR 532 Osceola Polk Line Road
- **Rail Permit Required**
  - 230kV ICD Circuit:
    - (1) crossing of the Amtrak Stanford Subdivision railroad to relocate Transmission Line.
- **Environmental Permit Package**
  - Permit to be obtained by CFX

### **DIVISION 5: ADDITIONAL INFORMATION**

- **Use Guidelines for Encroachments Involving Transmission Easements**
- **Utility Relocation Agreement**

## USE GUIDELINES FOR ENCROACHMENTS INVOLVING TRANSMISSION EASEMENTS

Duke Energy has a property interest called an easement (or sometimes a right-of-way) in land that you own or are considering purchasing. This easement grants Duke Energy the right to use the easement area for purposes described in the easement document that is filed and recorded in the county's recorder office. This property interest stays with the land when it is bought and sold and generally is perpetual in duration. A series of easements often form a corridor in which the transmission facilities are located and access up and down the corridor is part of the reason Duke Energy obtains these rights.

Broadly stated, easements allow Duke Energy to use another person's property to construct, operate, maintain, repair, and replace electrical facilities for the transmission of high voltage power. The landowner may continue to use the easement area so long as the use is not inconsistent with the easement document or Duke Energy's use of the easement. Any incompatible use by the landowner is called an encroachment. Where an encroachment is under construction, Duke Energy will request that it be stopped and removed; where an encroachment is already installed, Duke Energy will request that it be removed. Where a landowner fails to cooperate, Duke Energy will seek legal recourse to remove the encroachment.

Electricity is a public service and subject to state and federal regulations with which Duke Energy must comply. Any use by the landowner that does or could create regulatory issues is an encroachment. Power lines in the transmission easement are uninsulated and electricity is a dangerous instrumentality. Any landowner use that increases the danger to the landowner, the public or Duke Energy in its use of the easement is also an encroachment.

Over years of designing, constructing, operating, repairing, upgrading and maintaining electric facilities in transmission easements, Duke Energy has developed an understanding of the types of uses by landowners that do, or potentially can, interfere with the easement's purposes and Duke Energy's ability to provide safe and reliable service. This guidance, which supersedes all prior versions, provides a brief overview of types of things that do, or can, interfere with Duke Energy's easement rights and thereby create encroachments.

This overview cannot address all possible situations and is intended to provide general guidance. Please contact the Asset Protection Specialist if you have additional questions or concerns about the use of the easements. Please discuss any proposed activity in the transmission easements with Duke Energy to avoid creating an encroachment or interference. The Asset Protection Specialist can assist and help avoid a subsequent need by the landowner to revise plans or remove obstructions from the easements. Engineering plans may be required by Duke Energy to fully understand any proposed use by the landowner.

By providing these guidelines, Duke Energy does not waive any rights it has in its easements or under the law. Duke Energy's concurrence that a proposed use does not constitute an interference with its easement rights does not mean that requirements of local, county, state or federal governments or other agencies with governing authority have been met.

The following are not permitted in Duke Energy's transmission easements as they interfere with Duke Energy's use of the easements for transmission of electricity by, among other things, interfering with full use the easement, interfering with existing facilities, interfering with access to the facilities, interfering with future expansion in the easement, increasing the danger to the public or those who may be required to work in the easement, creating regulatory violations and generally, making the transmission of electricity more dangerous, costly and/or unreliable: Examples include but are not limited to:

- Permanent or temporary structures and buildings, including for example, permanent or manufactured/mobile homes (and home additions and extensions), garages, sheds, satellite systems, intersections, cul-de-sacs, entrances, streets, swimming pools (any associated equipment and decking), playground equipment, graves, billboards, dumpsters, signs, wells, deer stands, retaining walls, septic systems or tanks (whether above or below ground).
- Mounding or stockpiling any material, such as spoils, dirt, logs, construction or building material, wrecked or disabled vehicles, (e.g. may create clearance and access issues and/or increases dangers in using the easement).
- Transformers, telephone/cable pedestals and associated equipment (unless specifically addressed in a joint use agreement), fire hydrants, manholes, water valves, water meters, backflow preventers & irrigation heads, (e.g. may increase the likelihood of safety hazards & access issues).

- Attachments to Duke Energy structures in the easement; (unless specifically addressed in a joint use agreement).
- Streets, roads, driveways, sewer/water lines, other utility lines or any underground facilities that run in parallel to the centerline in the easement or cross in one contiguous segment from outside edge of easement to opposing outside edge of easement, at any angle that is less than 30 degrees or greater than 90 degrees as measured from the centerline. No portion of such facility shall be located within 25 feet of Duke Energy's facilities (unless specifically addressed in a joint use agreement.)
- Fences or utilities that cross the easement in multiple segments in a non-continuous alignment from outside edge of easement to opposing outside edge of easement at any angle of less than 30 degrees or greater than 90 degrees as measured from the centerline. This generally creates an interference as the ability to access and utilize the full easement and reach facilities in the easement is substantially impaired. If a fence crosses the easement at an angle greater than or equal to 30 degrees and less than or equal to 90 degrees with the centerline, a gate (16 feet wide at each crossing) shall be installed by the landowner, per Duke Energy's specifications. Duke Energy will supply a lock. The landowner is required to install the Duke Energy lock on the gate to ensure access. The lock can be interlocked with the landowner's lock. Fences and gates that exceed 10 feet in height are prohibited because they create a clearance issue and are an interference. Fences that inhibit Duke Energy's access because they lack a gate that is at least 16 feet wide, interfere with Duke Energy's easement use.
- Grading (cuts or fill) in the easement that is closer than 25 feet to transmission facilities i.e. poles, towers, guys and anchors and/or slopes greater than 4:1 no matter where located or that otherwise change clearances or topography.
- Parking or lighting facilities which affect clearances, access or Duke Energy's ability to make full use of its easement.
- Placement of combustible materials and/or the purposeful burning of anything within the easement are inconsistent with electric facilities, the transmission of power and create safety hazards and system reliability issues.
- Any water feature in the easement, such as a detention and retention pond, stream or lake. Where a structure outside the easement causes erosion or directs storm water toward the easement or the electric facilities or access to or around the electric facilities, such structure will interfere with Duke Energy's use and must be altered to eliminate that effect.
- Incompatible vegetation above ground transmission lines - Vegetation within or outside of the transmission easement that will mature to a height or size that will pose a grow-in, fall-in, or blowing-together threat to the transmission conductor (typical maximum mature height greater than 15 feet within the transmission easement depending on location and voltage).
- Incompatible vegetation underground transmission lines - Vegetation within or outside of the transmission easement that is capable of posing a threat (e.g., root systems, etc.) to the underground transmission conductor by a) causing damage to the underground pipes / cables or b) reducing the moisture in the soil, thus altering the thermal properties of the surrounding soil / backfill and thereby negatively impacting the cable ampacity rating (typical maximum mature height within the easement - greater than 3 feet depending on location and voltage).
- Incompatible vegetation for safe and reliable operation and access on all transmission lines - Vegetation that will limit or block access, limit the safe and reliable operation, emergency restoration, or maintenance of the transmission facilities, limit the full use of the transmission easement for its intended purposes or vegetation which is typically within a horizontal distance of 25 feet of any Duke Energy facilities (towers, poles, guy wires, guy anchors, manholes, dip-poles, substation equipment, etc.).

As discussed, these guidelines are not exhaustive and there may be other interferences on a case-by-case basis depending on individual circumstances. Certain conditions such as line voltage, line criticality, frequency of required access and structure type may require heightened restrictions in the easements to provide safe and reliable service.

If you have additional questions or plan any activity not mentioned above, please contact customer service and ask for your local Transmission Asset Protection Specialist.

## UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the Customer whose mailing address is \_\_\_\_\_ (the "Customer") and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, whose mailing address 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("Duke Energy"). This Agreement is for:

### AGREEMENT TO REIMBURSE DUKE ENERGY

1. Subject to the limitations of the terms and conditions of this Agreement, the Customer agrees to reimburse Duke Energy for the actual costs for the procurement of material and relocation/modification of Transmission facilities and structures ("Relocation Work"). At this time, it is estimated that the actual costs associated will be \_\_\_\_\_ ("Estimated Cost"). The Customer and Duke Energy agree that the Customer will be responsible for reimbursing Duke Energy and that the total actual cost of Engineering and Relocation will not exceed one hundred twenty (120%) percent of the original estimate of \_\_\_\_\_ without prior written approval by the Customer. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. The estimated amount of \_\_\_\_\_ must be paid in full by the Customer before Duke Energy may commence any procurement of materials or Relocation Work. In the event that the amount of \_\_\_\_\_ ("Estimated Cost") exceeds the final total actual costs incurred by Duke Energy for the Relocation Work, Duke Energy shall return the amount of the excess in full to the Customer. **Duke Energy may submit a final invoice to the Customer for payment of all actual Engineering and Relocation costs in excess of the Estimated Cost within approximately six (6) months of Duke Energy's completion of the Relocation Work.** Customer shall deliver payment of the final invoice amount in full to Duke Energy within thirty (30) days of Customer's receipt of said final invoice.
2. The scope of the Duke Energy Florida Transmission Relocation Work is as follows:
  - a. Line code and voltage
  - b. Number and types of structures to be relocated/modified
  - c. Special conditions and conflicts
  - d. Outage plan
  - e. Coordination with customer facilities and other utilities

The Relocation Work described in this section shall be completed in conformance with the locations identified in the attached RGB plans dated \_\_\_\_\_, attached hereto as Exhibit "A" and incorporated herein by reference.



3. The Customer shall convey the necessary replacement easement(s), in Duke Energy's standard form, covering the approved location(s) within Customer's property and/or adjacent properties as agreed by the parties. Said replacement easement(s) is/are required to provide Duke Energy with the necessary easement rights to complete the Relocation in order to accommodate the Project. A copy of the necessary replacement easement form is, attached hereto as Exhibit "B" and incorporated herein by reference. The Customer shall deliver the fully executed and recorded replacement easement(s) to Duke Energy before Duke Energy may commence any procurement of materials or Relocation Work.

## MISCELLANEOUS PROVISIONS

4. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.
5. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in \_\_\_\_\_ County, Florida. In any such action, the parties waive any right to jury trial.
6. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.
7. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested, overnight next day courier service, facsimile, email transmission or by delivery in person.

Customer:

Name of contact:

Telephone No.:

Email address: <mailto:Ty.Garner@dot.state.fl.us>

Duke Energy:

Duke Energy Florida, LLC, d/b/a Duke Energy

Name of contact:

Telephone No.:

Email address:

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

8. Either the Customer or Duke Energy may terminate this Agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not relieve the Customer of the responsibility to reimburse Duke Energy for costs incurred or services performed before the effective date of the termination.
9. Outages for the Relocation Work may be limited in time or availability and cannot be guaranteed by Duke Energy.
10. All of Customer's operations, activities and equipment used within Duke Energy's right-of-way and/or easement beneath or in proximity to any of Duke Energy's electrical facilities shall, at all times:
  - a. Be in strict compliance with Duke Energy's current Transmission ROW Guidelines/Restrictions for Florida; and
  - b. Be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards for Power Line Safety, Sections 1926.1408 & .1409.
11. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.
12. In consideration of payment for and completion of the Relocation Work, Customer and Duke Energy mutually release and hold harmless the other from any and all prior claims - actual, perceived or threatened, regarding the Relocation Work prior to the date of this Agreement. This release and hold harmless does not release the parties from any claims under this Agreement or for the Relocation Work itself.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Duke Energy:

DUKE ENERGY FLORIDA, LLC, a Florida  
limited liability company d/b/a DUKE ENERGY

By: \_\_\_\_\_

Print name: Philip Thomas

Title: General Manager, Transmission Engineering - FL

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Date: \_\_\_\_\_

CFX Poinciana Parkway  
ICB and ICD Transmission Lines Relocation  
Osceola County, Florida  
Project ID- F21047101  
Site#: Land Unit: Project #:



**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors, and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein) Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead or underground electric transmission and distribution lines and related facilities for providing electric energy services, (including, with respect to all grants herein, supporting structures, communication and other wires and fiber optics for monitoring and communicating regarding the electric energy service facilities only, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Osceola County, Florida, and referred to hereinafter as the Easement Area to wit:

**See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.**

Tax Parcel Number(s): \_\_\_\_\_

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled or upon falling, could fall within five (5') feet of any conductor or other facility included within said Easement Area, and further including (ii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2') feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, [www.prgnprojectsolutions.com](http://www.prgnprojectsolutions.com), or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Encroachment Agent) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**  
  
**Central Florida Expressway Authority, a body politic and corporate, and an agency of the State under the laws of the State of Florida**

**ATTEST:**

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Title

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

\_\_\_\_\_  
Signature of First Witness  
  
\_\_\_\_\_  
Print or Type Name of First Witness  
  
\_\_\_\_\_  
Address of First Witness  
  
\_\_\_\_\_  
Signature of Second Witness  
  
\_\_\_\_\_  
Print or Type Name of Second Witness  
  
\_\_\_\_\_  
Address of Second Witness

**CFX’s mailing address:**  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
(SEAL)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of the **Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL

\_\_\_\_\_  
Name:  
Notary Public

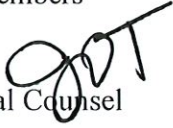


**CONSENT AGENDA ITEM  
#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Jo O. Thacker   
Interim General Counsel

DATE: January 30, 2024

SUBJECT: Approval of the Locally Funded Agreement Between the State of Florida  
Department of Transportation (FDOT) and Central Florida Expressway Authority  
(Agreement)

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FDOT is currently undertaking the I-4 Freeway Management and Active Arterial Management project (FDOT Project). CFX desires to partner with FDOT in order to provide for the management of the Flex Lanes (or Part-Time Shoulder Use Operations "PTSU") on portions of SR 429 and SR 417 as part of the FDOT Project. In order to include the PTSU Operations in the FDOT Project, the parties have negotiated the attached Agreement whereby FDOT will staff and manage the PTSU Operations.

Board approval of the Locally Funded Agreement Between the State of Florida Department of Transportation and Central Florida Expressway Authority is requested.

<b>Agency: Central Florida Expressway Authority Vendor No.: F59102557005</b>	<b>Fund: LF Contract Amount: \$73,925.00</b>	<b>Financial Project No.: 435443-4-82-04</b>
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**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

This **LOCALLY FUNDED AGREEMENT** ("Agreement"), made and entered into as of the Effective Date (hereinafter defined), by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter referred to as the "LOCAL AGENCY"),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL AGENCY, at a meeting of the governing board of the LOCAL AGENCY, of which a copy of the minutes of said meeting are attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "I-4 Freeway Management and Active Arterial Management", said project being known as Financial Project Number (FPN) 435443-4-82-02, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the DEPARTMENT's Adopted Work Program; and

WHEREAS, the DEPARTMENT anticipated additional services to be added to the Project when the DEPARTMENT entered into a Standard Professional Services Agreement that identified the implementation of operations that include Part-Time Shoulder Use Operations ("PTSU Operations") on portions of State Road 429 and State Road 417 owned and maintained by the LOCAL AGENCY, said Project being known as FPN 435443-4-82-04 and more particularly described in Exhibit "A", Scope of Services, and hereinafter be referred to as the "Additional Services"; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY agree that including the Additional Services into the Project is in the best interests of both the DEPARTMENT and the LOCAL AGENCY and it would be most practical, expeditious, and economical; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY agree that the LOCAL AGENCY will provide the funds for Additional Services commencing in Fiscal Year 2023/2024; and

WHEREAS, the Additional Services will be requested by the LOCAL AGENCY each year on an annual basis to assure adequate funding is provided by the LOCAL AGENCY for each fiscal year; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Services in a cost-effective manner, the LOCAL AGENCY desires to have said Additional Services made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Services.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The recitals set forth above are true and accurate and are incorporated herein by this reference.
2. The term of this Agreement shall begin upon the Effective Date and shall remain in full force and effect through completion of all Additional Services required of the LOCAL AGENCY. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.
3. The DEPARTMENT shall cause the Additional Services described in Exhibit "A" to be incorporated into the DEPARTMENT'S Project for the I-4 Freeway Management and Active Arterial Management project and to be included as a part of said Project.
4. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL AGENCY shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL AGENCY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

5. Upon implementation, the DEPARTMENT will provide adequate staff to assume operation of the PTSU Operations as more specifically described in Exhibit "A", Scope of Services.

6. Participation by the LOCAL AGENCY in funding adequate staff personnel for the operation of the Additional Services shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the PTSU Operations for the first year, FY 2023/2024, is **\$73,925.00 (Seventy-Three Thousand Nine Hundred Twenty-Five Dollars and No/100)**. The DEPARTMENT'S performance and obligation to provide staff to operate the Project for the benefit of the LOCAL AGENCY and to add the Additional Services to the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL AGENCY to that effect.

(B) The Project is being funded by the LOCAL AGENCY in the amount of **\$73,925.00 (Seventy-Three Thousand Nine Hundred Twenty-Five Dollars and No/100)**. Said funds are programmed under Financial Project Number (FPN) 435443-4-82-04. As described in paragraph 6(C) below, the LOCAL AGENCY agrees that it will provide the balance of the funding necessary to provide the Additional Services.

(C) The LOCAL AGENCY agrees that it will, **within at least fourteen (14) calendar days of the execution of this Agreement** furnish the DEPARTMENT an advance deposit in the amount of **\$73,925.00 (Seventy-Three Thousand Nine Hundred Twenty-Five Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 435443-4-82-04. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) The LOCAL AGENCY will request a Supplemental Agreement to this Agreement on an annual basis to fund the continuation of Additional Services. The Supplemental Agreement must be fully executed by the LOCAL AGENCY and the DEPARTMENT each year prior to the continuation of Additional Services. **Within 14 days of executing the Supplemental Agreement**, the LOCAL AGENCY will provide the necessary funding to facilitate the continuation of Additional Services.

(E) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in accordance with escrow agreement attached hereto as Exhibit "D" and incorporated herein by reference between

the LOCAL AGENCY, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agreement").

(F) Contact Persons:

**DEPARTMENT**

District 5 Local Programs

719 South Woodland Boulevard, M.S. 4-520

DeLand, Florida 32720-6834

(386) 943-5520

[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

**LOCAL AGENCY**

Bryan Homayouni

Director of Intelligent Transportation Systems

Central Florida Expressway Authority (CFX)

4974 ORL Tower Road

Orlando, Florida 32807

(407) 690-5333

[Bryan.Homayouni@cfxway.com](mailto:Bryan.Homayouni@cfxway.com)

7. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL AGENCY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

8. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods



exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

9. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

10. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

12. The DEPARTMENT and the LOCAL AGENCY acknowledge and agree to the following:

(A) The LOCAL AGENCY 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 LOCAL AGENCY during the term of the contract; and

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

13. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original

document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

14. The effective date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement ("Effective Date").

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Name: Michelle Maikisch  
Title: Executive Director  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Regla ("Mimi") Lamaute  
Manager of Board Services

Approved as to form and legality by legal  
Counsel to the Central Florida Expressway  
Authority for its exclusive use and reliance.

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

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Executive Secretary

Legal Review:

By: \_\_\_\_\_  
DEPARTMENT Attorney

Financial Provisions Approval by  
Department of Comptroller on:  
12/04/2023

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The DEPARTMENT and the LOCAL AGENCY agree that Additional Services, described as Part Time Shoulder Use Operations (“PTSU Operations”) and as described herein below shall be added to the Project.

Additional Services to be added:

PTSU Operations for State Road 417 and State Road 429 under the existing Integrated Corridor Management (ICM) Operations I-95 and I-4 contract (435443-4-82-02). The DEPARTMENT will be responsible to provide adequate staff to the LOCAL AGENCY for monitoring and implementing PTSU systems to optimize expressway performance using third-party applications, including the operation of lane control signs, variable speed limits signs, supplementary incident dynamic message signs (DMS), and various detection devices.

PTSU Operations include coordination with Road Rangers, Florida Highway Patrol, and the LOCAL AGENCY maintenance staff to confirm availability of shoulder prior to opening. Traffic conditions will be monitored via third-party applications, vehicle detection systems, and computer aided dispatch to find lane blocking events and congestion events.

PTSU operation will: record information in SunGuide, disseminate traveler information via DMS and Florida’s 511 Advanced Traveler Information System, dispatch for Road Ranger Service Patrol, dispatch for Rapid Incident Scene Clearance contractors, document performance measures associated with PTSU and coordinate with Florida’s Turnpike Enterprise (FTE), Freeway Management, and Traffic Incident Management (TIM) personnel, as necessary.

District Five will provide a workstation at the Regional Traffic Management Center (RTMC) for PTSU Operations and will provide adequate staff to operate the PTSU, but will not be directly involved in PTSU Operations, decision-making, or contract management.


The staff provided by the DEPARTMENT shall operate the PTSU Operations as part of the ICM contract for I-4 Freeway Management and Active Arterial Maintenance (CAG21).

**CONSENT AGENDA ITEM  
#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Jo O. Thacker   
Interim General Counsel

DATE: January 30, 2024

SUBJECT: Approval of Second Amendment to Memorandum of Agreement for Activities of Florida Highway Patrol Troop D Personnel on CFX System

---

Board approval is requested of the attached Second Amendment to Memorandum of Agreement Activities of Florida Highway Patrol Troop D Personnel on the Central Florida Expressway Authority System f/k/a the Orlando-Orange County Expressway Authority System (Amendment) between the State of Florida Department of Highway Safety and Motor Vehicles and CFX. The Amendment was negotiated between the parties to add two additional full-time officers to patrol the CFX system. Additional updates were made to the Amendment to reflect the name change from CFX's predecessor.



**SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT****ACTIVITIES OF FLORIDA HIGHWAY PATROL TROOP D PERSONNEL ON THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY SYSTEM F/K/A THE ORLANDO-  
ORANGE COUNTY EXPRESSWAY AUTHORITY SYSTEM**

THIS SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT (the “Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter “CFX”, and the STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, hereinafter called “or “HSMV”.

**WITNESSETH**

WHEREAS, on October 26, 2000, the Orlando-Orange County Expressway Authority “OOCEA” and HSMV entered into Memorandum of Agreement, as amended by a first amendment dated March 27, 2012 ( “Agreement”); and

WHEREAS, on June 20, 2014, the Governor signed into law Chapter No. 2014-171, which renamed the Orlando-Orange County Expressway Authority to the Central Florida Expressway Authority (CFX) and expanded the boundaries of CFX to include Osceola, Lake, and Seminole Counties; and

WHEREAS, Brevard County was later added to the CFX boundary, bringing the total counties within the CFX boundary to five (5) counties; and

WHEREAS, the CFX expressway system (the “System”) currently includes one hundred twenty-five (125) centerline miles of limited access expressways, which includes fourteen (14) mainline toll plazas, five (5) mainline gantries, seventy-four (74) toll plazas and eight (8) named expressways. The System is growing annually with scheduled new road construction already funded in the five (5) year work plan and fifteen (15) year outlook; and

WHEREAS, due to the substantial increase in the size of the System, additional law enforcement officers are necessary to enhance traffic safety and security within the System; and

WHEREAS, CFX requested that HSMV increase the number of permanently assigned positions to the System from eight (8) to ten (10); and

WHEREAS, CFX shall reimburse HSMV for the salary and benefits of these ten (10) dedicated positions, together with associated by non-recurring training, motor vehicle replacement as necessary and operational costs, as well as other operational expenditures, and to otherwise mutually agree on the funding of activities of HSMV for the CFX designated law enforcement officers; and

WHEREAS, CFX and HSMV seek to amend the Agreement to recognize the new contracting entity and update the number of assigned and reimbursed law enforcement officer positions.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties do mutually agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference. Any capitalized terms not defined hereunder shall have the meaning ascribed to it under the Agreement.

2. AMENDMENT. Amendment modifications to the provisions of the Contract are reflected to read as follows:

Deletions are stricken.

Additions are underlined.

a. Section 1 is amended as follows: DEDICATION. HSMV shall assign ~~seven~~ (7) nine (9) Trooper positions and one (1) Sergeant position to work exclusively on the ~~OOCEA~~ CFX System commencing on or about ~~October 27, 2000~~ December 14, 2023. The dedicated positions will remain subject to the direction and supervision of Troop D of the Florida Highway Patrol (FHP). ~~OOCEA~~ CFX shall reimburse HSMV for all salaries, benefits, and equipment costs, including acquisitions of motor vehicle, as set forth in the Agreement.

b. Section 2 is amended as follows: START-UP FUNDING AND OPERATION. ~~OOCEA~~ CFX acknowledges initial start-up costs for this program in the amount of Two Hundred Sixty-Nine Thousand Two Hundred Eighty Dollars (\$269,280.00) were funded through a Supplemental Budget Request by the 2000 Florida Legislature for fiscal year 2000-2001. This amount represents initial operating capital outlay costs, motor vehicle acquisition costs, and other non-recurring costs, as set forth on Exhibit D-3A, Detail of Expenditures, a copy which is attached to this Agreement. ~~OOCEA~~ CFX shall reimburse HSMV the aforesaid initial start-up costs upon execution of this Agreement, subject to revision upon audit review at the end of the fiscal year. Operational costs will be billed to ~~OOCEA~~ CFX on a quarterly basis, based on an estimate provided to ~~OOCEA~~ CFX by HSMV ~~prior to commencement of the program, no later than January 14, 2024~~, with the final amount determined by audit review following completion of the fiscal year.

Prior to February 1<sup>st</sup> of each year, HSMV shall provide ~~OOCEA~~ CFX the proposed budget for the forthcoming fiscal year, beginning July 1<sup>st</sup>. The budget shall include all appropriate expenditures, including for capital items. ~~OOCEA~~ CFX shall respond by its acceptance of the budget. HSMV shall not bill above the agreed upon budget without prior ~~OOCEA~~ CFX consent.

c. Section 3 is amended as follows: RATES. The rate structure for all reimbursable activities of the Florida Highway Patrol Troop D is established as actual expenditures, to include the following:

- i. A. Salaries and Wages: Actual rate of pay plus benefits (including training) multiplied by the number of hours worked on ~~OOCEA~~ CFX financed activities in accordance with HSMV policy. This includes

eligible overtime and salary incentives that are included in the presented budget.

- ii. B. Motor Vehicle Usage: Actual expenses for petroleum usage for patrol vehicles, repairs and maintenance rate plus replacement rate, multiplied by the number of miles driven on ~~OOCEA~~ CFX financed activities. This shall also include the costs for calibrations for radars and lasers on the patrol vehicles. If a patrol vehicle is totaled, CFX shall pay the replacement costs for the vehicle. HSMV shall submit a claim for the totaled vehicle to its insurance provider and shall reimburse CFX with any insurance proceeds received for the totaled vehicle up to the amount paid for a replacement vehicle.
- iii. C. Mobile Data Park Terminal Technology (“MDTs”) in Vehicles: This will compensate for additional communications traffic. New MDTs will be placed in all new FHP patrol vehicles. ~~They will henceforth~~ The MDTs will be standard equipment on all patrol cars. Communications between the MDTs and the communications center will be accomplished via the current radio system. These costs shall also include software costs necessary to operate the MDTs.
- iv. D. Uniform and Related Equipment Usage: Actual expenditures throughout the year, which include replacement uniforms, rain suits, safety vests, hats, gun belts, with associated equipment, including firearm and ammunition, due to normal wear and damage. Related equipment includes but is not limited to:
  - Two-way radios
  - Vehicle partitions (cages)
  - PA/Sirens
  - Flashlights and chargers
  - First aid kits
  - Uniforms
  - Fire extinguishers
  - Jumper cables
  - Emergency lights
  - Mobile data terminals (in car)
  - Any necessary software to operate the equipment
  - Any other equipment deemed necessary for officer/public safety or necessary to comply with the Florida Criminal Justice Standards and Training Commission mandates.

v. E. Office Space and Equipment: Furnished by FHP.

vi. F. Other Expenses: Other extraordinary expenditures, including indirect costs, to be billed on an exceptional basis with documentation provided.

3. NO FURTHER CHANGES. Except as expressly provided in this Amendment, no other terms, conditions, provisions, or obligations of the Agreement have been amended or altered by this Amendment, and thus shall remain in full force and effect.

4. CONFLICTS. If any of the terms contained in this Amendment shall conflict with any terms of the Agreement, then this Amendment shall supersede any such conflicting terms in the Agreement.

5. COUNTERPARTS. This Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

HSMV-0451-12

IN WITNESS WHEREOF, CFX and HSMV have executed or caused this Amendment to be executed on their behalf by their duly authorized representatives as of the dates indicated below.

**STATE OF FLORIDA,  
DEPARTMENT OF HIGHWAY  
SAFETY AND MOTOR  
VEHICLES**

**SIGNATURE**

DocuSigned by:

*Mark Hernandez*

4057FC0DDCB6421...

Mark Hernandez

**NAME**

Bureau Chief, Purchasing & Contracts

**TITLE**

12/15/2023

**DATE**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**SIGNATURE**

**NAME**

**TITLE**

**DATE**

**FEIN**

**Approved as to form and legality,  
subject to execution:**

DocuSigned by:

*Jonathan P. Sanford*

Jonathan P. Sanford

Chief Counsel for Administrative  
Services

12/15/2023

Date

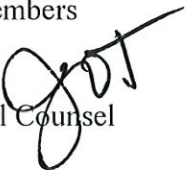
**CONSENT AGENDA ITEM  
#11**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Jo O. Thacker  
Interim General Counsel 

DATE: January 30, 2024

SUBJECT: Approval of Resolution Declaring Property as Surplus Property Available for Sale  
Project: 429-603, Parcel Number: 62-161 Part A, Portion 2 and 62-161 Part B,  
Portion 3

---

In the course of the construction of SR 429 and associated facilities (collectively, the Expressway Facilities) and related improvements to Clarcona-Ocoee Road and West Road, CFX acquired certain real property for the benefit of the local jurisdictions. CFX constructed thereon certain roadways and other improvements and relocated, reconfigured and realigned local roadways to ensure minimal disruption of traffic and to provide for a smooth transition to the Expressway System.

CFX retained fee simple ownership of portions of certain local roadways and real property after the construction on the local roadway reconfigurations and the Expressway Facilities was complete. The CFX Parcels are depicted on the map attached.

On September 20, 2023 the Right of Way Committee recommended Board approval of the attached Resolution Declaring Property as Surplus Property Available for Sale. Once the CFX's parcels are declared surplus property CFX will be able to list the parcels as available through the public bid process.

Board approval of the Resolution Declaring Property as Surplus Property Available for Sale is requested.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LNK*

DATE: September 11, 2023

SUBJECT: Resolution Declaring Property as Surplus Property Available for Sale  
Project: 429-603  
Parcel Number: 62-161 Part A, Portion 2 and 62-161 Part B, Portion 3

---

## BACKGROUND

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of State Road 429 and associated facilities (collectively, the "Expressway Facilities"). In the course of the construction of the Expressway Facilities and related improvements to Clarcona-Ocoee Road and West Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements and relocated, reconfigured and realigned local roadways to ensure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible. As a result of the reconfiguration of the local roadways and substantial nature of the acquisition of the public right-of-way for the Expressway Facilities, when the construction on the local roadway reconfigurations and the Expressway Facilities was complete, CFX retained fee simple ownership of portions of certain local roadways and real property that were not necessary for the Expressway Facilities, including Parcels 62-161 Part A, Portion 2 and 62-161 Part B, Portion 3 (collectively, the "CFX Parcels"). The CFX Parcels are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant have examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "B"**. A copy of the draft resolution declaring the CFX Parcels as surplus is attached hereto as **Attachment "C"**.

## REQUEST

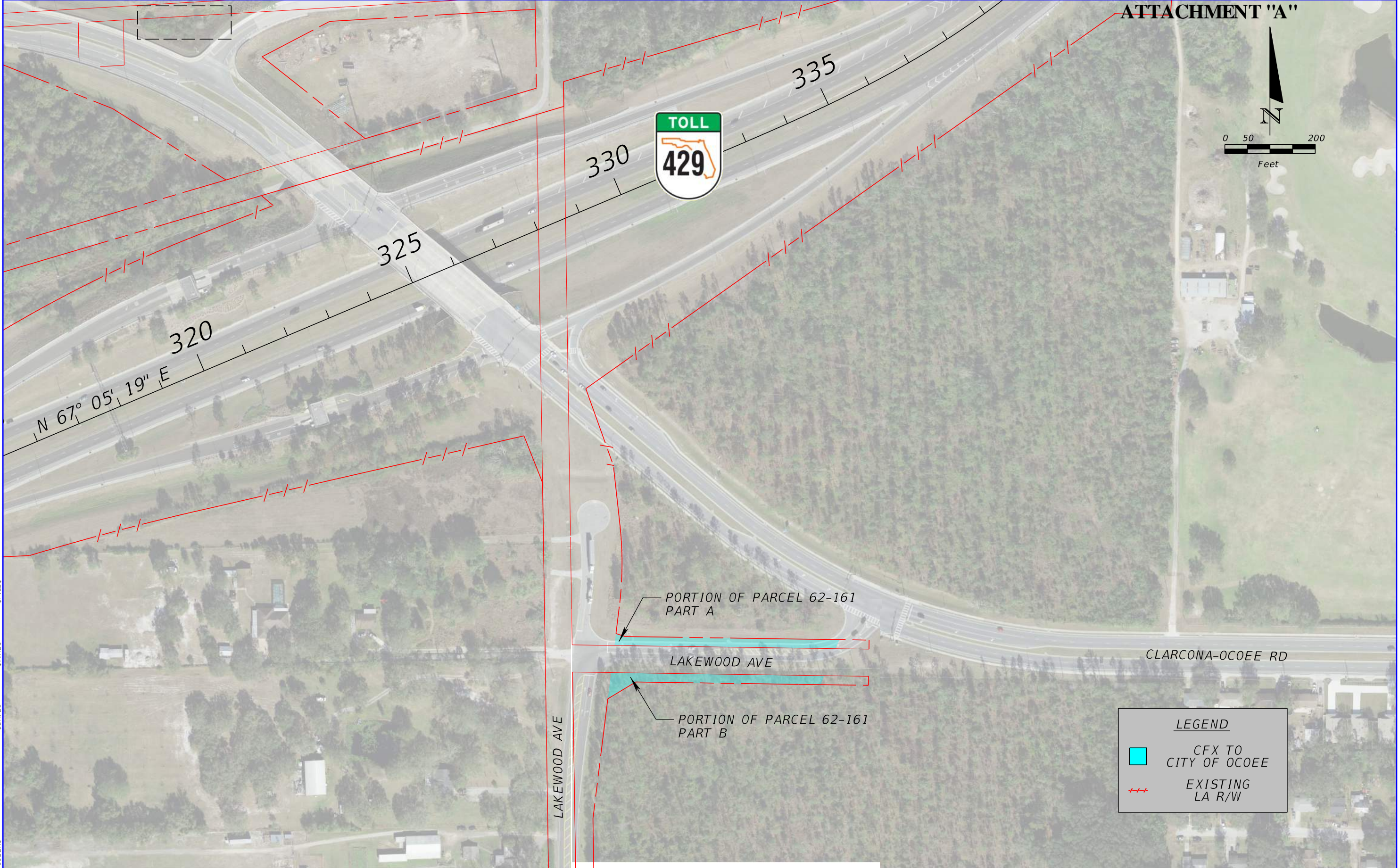
A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale.

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

**ATTACHMENTS**

- A. Map
- B. Certificate from CFX's General Engineering Consultant
- C. Resolution Declaring Property as Surplus Property Available for Sale





REVISIONS				SR 429 / Clarcona-Ocoee Rd.		<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	PROPERTY TRANSFER FROM CFX TO CITY OF OCOEE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
				ROAD NO.	PROJECT NO.			
				SR 429	603			





Dewberry Engineers Inc.  
800 N. Magnolia Ave, Suite 1000  
Orlando, FL 32803

407.843.5120  
407.649.8664 fax  
www.dewberry.com

September 20, 2023

Mr. Glenn Pressimone, P.E.  
Chief of Infrastructure  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

**RE: DISPOSITION OF PROPERTY**

SR 429, Project 603

CFX Parcels: 62-161 Part A, Portion 2 and 62-161 Part B, Portion 3

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does hereby certify as follows:

1. We have reviewed the limits of the parcel areas associated with the Lakewood Avenue area shown in Exhibit "A" attached hereto (collectively, the "CFX Parcels"). Project 429-603 has been completed. In our opinion, based on the foregoing, we certify that the conveyance of the above referenced CFX Parcels would not impede or restrict the current or future construction, operation, or maintenance of the CFX Expressway System, and the interest reserved over the CFX Parcels is no longer essential for the current or future construction, operation, or maintenance of the CFX Expressway System.
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 Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

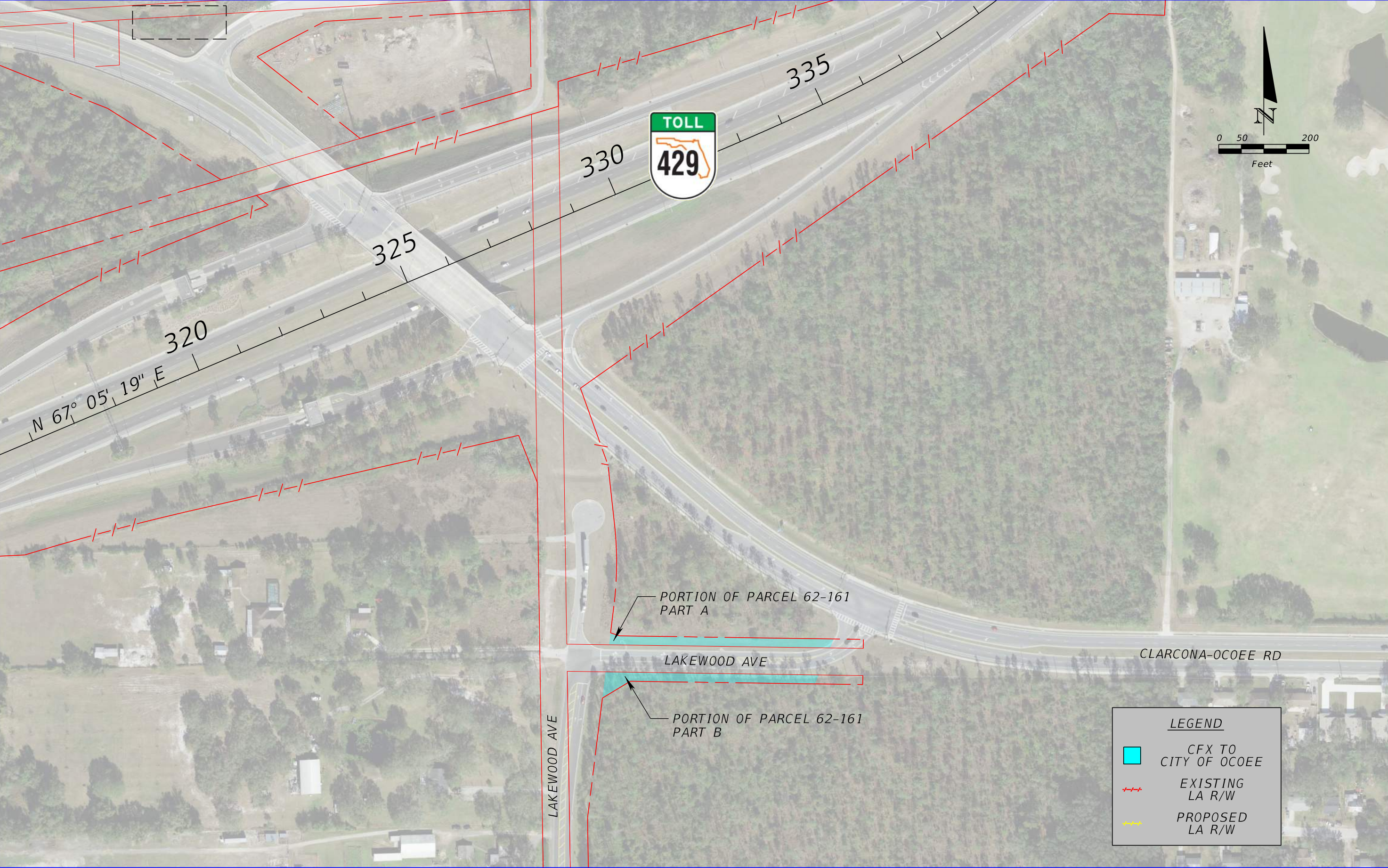
R. Keith Jackson, P.E.  
Program Manager

Attachments

cc: Laura N Kelly, Esq. CFX (w/ enc.)



W:\50088189\Right-of-way\Property Transfers\SR 429 - West Rd and pond\CADD\Ocoee Transfers\PL\WRD01\_Ocoee Lakwood Ave.DGN  
4:07:44 PM  
9/5/2023  
ndau/s



REVISIONS				Exhibit A	SR 429 / West Rd. Right-of-Way	<div>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</div>	PROPERTY TRANSFER B/W CFX AND CITY OF OCOEE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					



**A RESOLUTION OF THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DECLARING PROPERTY AS SURPLUS PROPERTY  
AVAILABLE FOR SALE**

**WHEREAS**, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

**WHEREAS**, CFX has adopted that certain Property Acquisition, Disposition & Permitting Policy (“ROW Policy”) and that certain Property Acquisition, Disposition & Permitting Procedures Manual (“ROW Manual”), which ROW Policy and ROW Manual provide for the disposal of real property unnecessary or unsuitable for CFX’s use; and

**WHEREAS**, pursuant to the ROW Manual, where real property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

**WHEREAS**, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road (“SR”) 429 in the proximity of Lakewood Avenue and determined that the real property referred to Parcels 62-161 Part A, Portion 2 and 62-161, Part B, Portion 3 as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“CFX Parcels”) is not needed to support existing Expressway Facilities; and

**WHEREAS**, CFX’s General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System; and

**WHEREAS**, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the CFX Parcels as Surplus Property; and

**WHEREAS**, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board adopt a resolution declaring the CFX Parcels to be Surplus Property; and

**WHEREAS**, the CFX Parcels shall be disposed of at a public sale in accordance with the terms of the ROW Policy and ROW Manual.

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY AS FOLLOWS:**

1. CFX hereby declares that the real property identified in **Exhibit “A”** attached hereto is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes.
2. CFX hereby finds that it is in the best interest of CFX and the public to declare the CFX Parcels as Surplus Property, and CFX hereby declares the CFX Parcels as Surplus Property available for sale.
3. CFX hereby finds that it is in the best interest of CFX to dispose of the Surplus Property at a public sale in accordance with the terms of the ROW Manual.
4. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Mayor Jerry Demings, Chairman

ATTEST: \_\_\_\_\_  
Regla (“Mimi”) Lamaute  
Manger of Board Services

Approved as to form and legality for the  
exclusive use and reliance of CFX.

\_\_\_\_\_  
Jo O. Thacker  
Interim General Counsel



**WOHLFARTH CONSULTING  
GROUP LLC**  
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FLORIDA 32714  
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

**EXHIBIT 'A'**

**SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)**

**SURPLUS RIGHT-OF-WAY  
(N. LAKEWOOD AVE. SPITE STRIPS)**

**DESCRIPTION:**

*Portions of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being portions of the Right-of-Way for North Lakewood Avenue more particularly described as follows:*

*Tract A-1*

*COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B' and the Northerly extension thereof, a distance of 1,494.85 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'A' of the Orlando/Orange County Expressway Authority, as described in said Stipulated Order of Taking; thence South 89°10'10" East along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 93.51 feet to the POINT OF BEGINNING; thence departing from said South boundary run North 07°06'16" East, a distance of 26.50 feet, the following two (2) described courses being along the Northerly boundary of said Parcel 62-161 Right-of-Way 'A'; thence South 71°13'20" East, a distance of 20.58 feet; thence South 89°10'10" East, a distance of 473.89 feet; thence departing from said North boundary run South 22°27'30" West, a distance of 21.51 feet; thence*

*(Continued on Sheet 2 of 4)*

**NOTES:**

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, SAID WEST LINE HAVING AN ASSUMED BEARING OF NORTH 00°53'06" WEST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

**PROJECT NAME: OCOEE VILLAGE CENTER**

**LOCATION: City of Ocoee, Orange County, Florida.**

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM  
WOHLFARTH CONSULTING GROUP LLC:

\_\_\_\_\_  
WILSON E. WAY, P.S.M.  
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
Revised	11/18/21	BF	11/01/21	BF	WW	N/A

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SHEET 1 OF 4

2018-017

PROJECT NO.



**WOHLFARTH CONSULTING  
GROUP LLC**  
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FLORIDA 32714  
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. IB8214

**SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)**

**EXHIBIT 'A'**

**SURPLUS RIGHT-OF-WAY  
(N. LAKEWOOD AVE. SPITE STRIPS)**

(Continued from Sheet 1 of 4)

**DESCRIPTION:**

North 89°10'10" West along the South boundary of said Parcel 62-161 Right-of-Way 'A', a distance of 488.44 feet to the POINT OF BEGINNING. Containing 0.227 acres (9,890 square feet), more or less.

**TOGETHER WITH:**

Tract B-1

COMMENCE at the Southwest corner of the Southwest 1/4 of said Section 5; thence North 89°44'04" East along the South line of said Southwest 1/4, a distance of 30.00 feet to the Southwest corner of Parcel 62-161 Right-of-Way 'B' of the Orlando/Orange County Expressway Authority, as described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2341, of the Public Records of Orange County, Florida; thence North 00°53'06" West along the West boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 1,434.83 feet to the Northwest corner of said Parcel 62-161 Right-of-Way 'B'; thence South 89°10'10" East along the North boundary of said Parcel 62-161 Right-of-Way 'B', a distance of 85.12 feet to the POINT OF BEGINNING; thence continue South 89°10'10" East along said North boundary, a distance of 471.24 feet; thence departing from said North boundary run South 22°27'30" West, a distance of 21.51 feet, the following two (2) described courses being along the South boundary of said Parcel 62-161 Right-of-Way 'B'; thence North 89°10'10" West, a distance of 408.48 feet; thence South 58°53'01" West, a distance of 72.15 feet; thence departing from said South boundary run North 07°06'16" East, a distance of 58.53 feet to the POINT OF BEGINNING. Containing 0.240 acres (10,456 square feet), more or less.

Containing in aggregate 0.467 acres (20,346 square feet), more or less.

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**SHEET 2 OF 4**

**PROJECT  
NO. 2018-017**

REVISIONS	DATE	BY	DATE:	DRAWN BY	CHECKED BY	FIELD BOOK
REVISED	11/18/21	BF	11/01/21	BF	WW	N/A



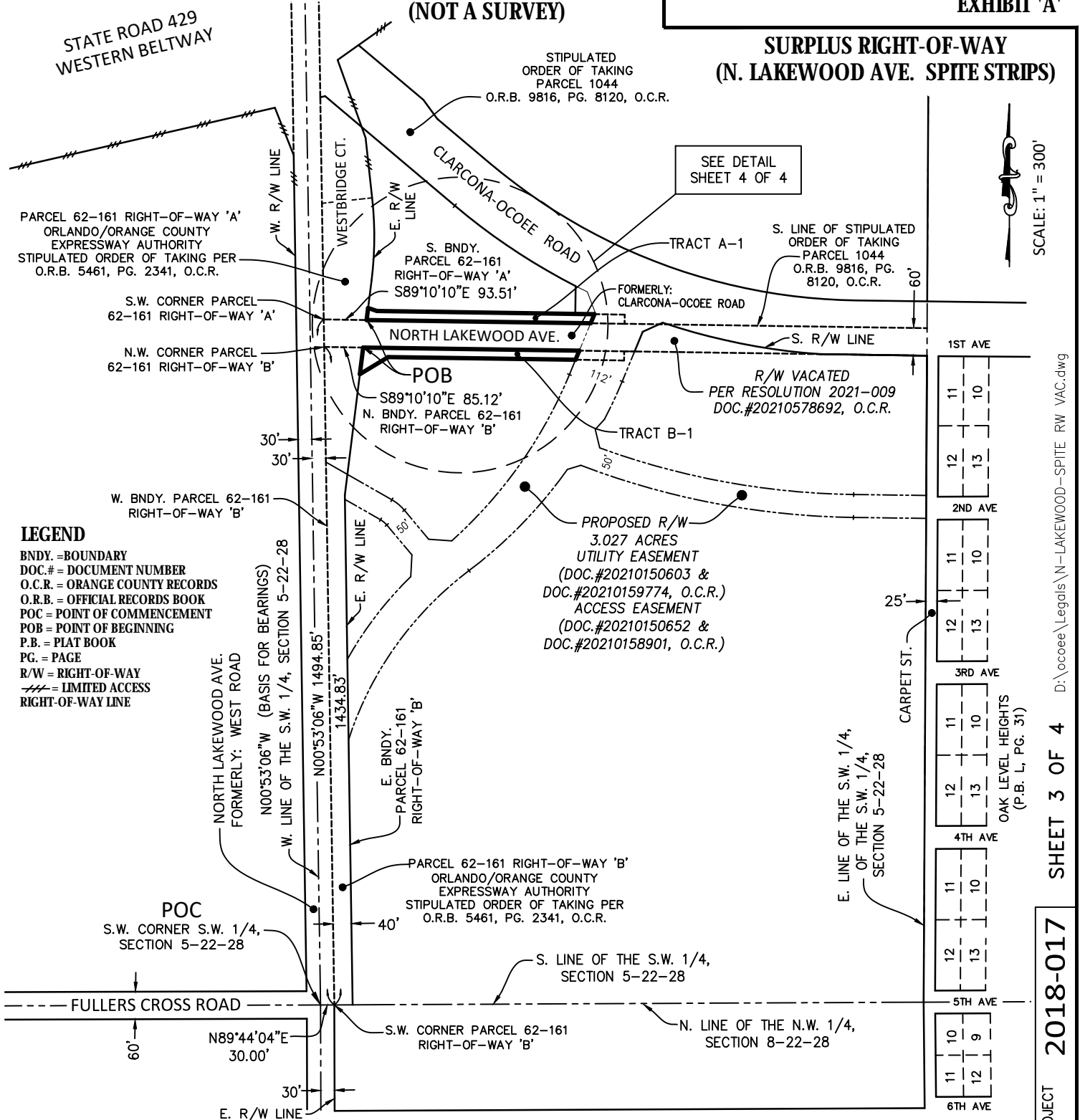
**WOHLFARTH CONSULTING  
GROUP LLC**  
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FLORIDA 32714  
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. 1B8214

**SKETCH AND DESCRIPTION ONLY  
(NOT A SURVEY)**

**EXHIBIT 'A'**



**LEGEND**

BNDY. = BOUNDARY  
DOC.# = DOCUMENT NUMBER  
O.C.R. = ORANGE COUNTY RECORDS  
O.R.B. = OFFICIAL RECORDS BOOK  
POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
P.B. = PLAT BOOK  
PG. = PAGE  
R/W = RIGHT-OF-WAY  
--- = LIMITED ACCESS  
--- = RIGHT-OF-WAY LINE

REVISIONS

DATE

BY

DATE: 11/01/21

DRAWN BY BF

CHECKED BY WW

FIELD BOOK N/A

REVISED

11/18/21

BF



**WOHLFARTH CONSULTING  
GROUP LLC**  
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FLORIDA 32714  
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. 1B8214

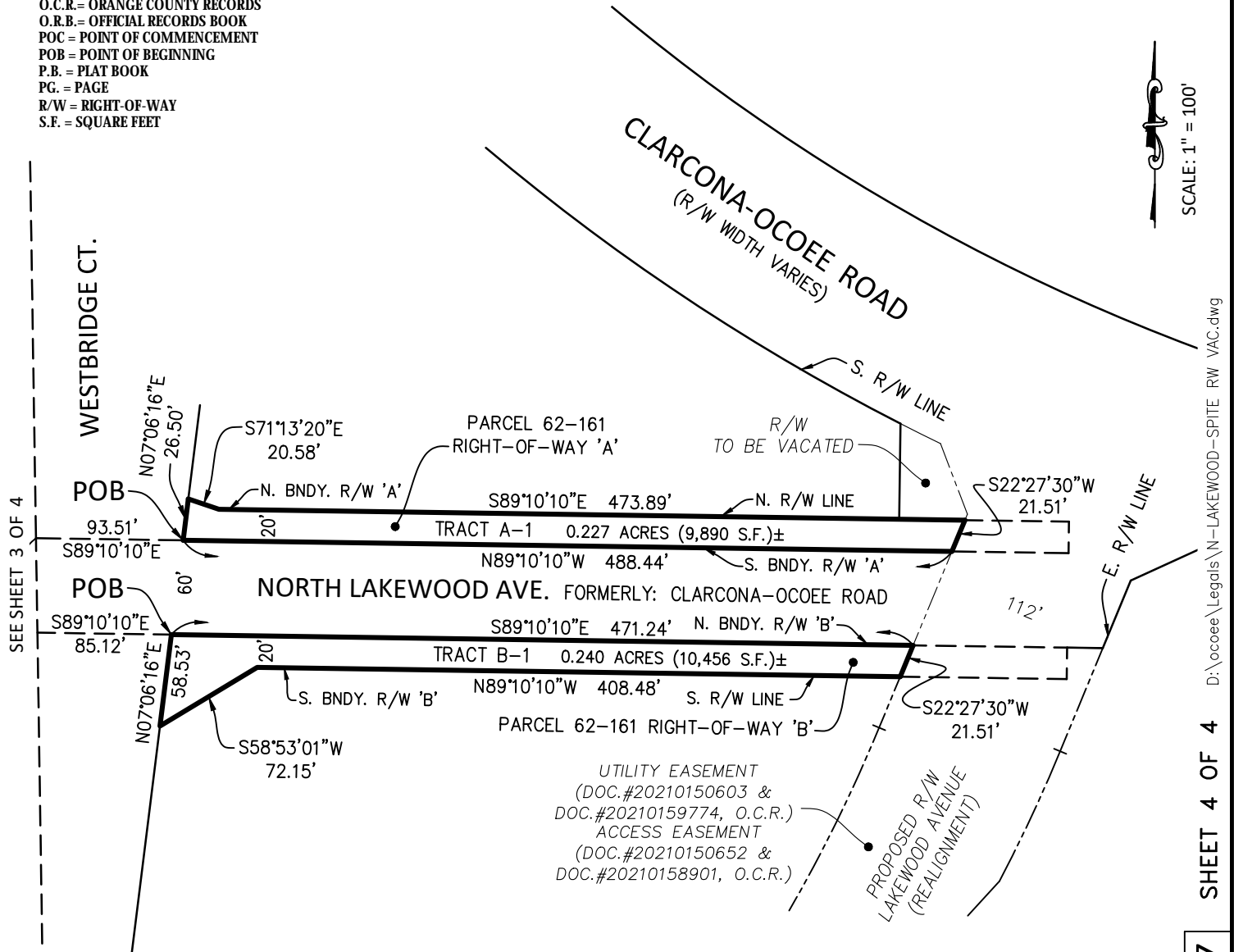
**SKETCH AND DESCRIPTION ONLY  
(NOT A SURVEY)**

**EXHIBIT 'A'**

**LEGEND**

BNDY. = BOUNDARY  
DOC.# = DOCUMENT NUMBER  
O.C.R. = ORANGE COUNTY RECORDS  
O.R.B. = OFFICIAL RECORDS BOOK  
POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
P.B. = PLAT BOOK  
PG. = PAGE  
R/W = RIGHT-OF-WAY  
S.F. = SQUARE FEET

**SURPLUS RIGHT-OF-WAY  
(N. LAKEWOOD AVE. SPITE STRIPS)**



**SHEET 4 OF 4**

**2018-017**

**PROJECT  
NO.**

REVISIONS

DATE

BY

DATE:

11/01/21

DRAWN  
BY BF

CHECKED  
BY WW

FIELD  
BOOK

N/A

REVISED

11/18/21

BF




**CONSENT AGENDA ITEM  
#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Jo O. Thacker   
Interim General Counsel

DATE: January 30, 2024

SUBJECT: Approval of the Resolution Declaring Property as Surplus Property and  
Authorizing Sale to the City of Apopka, Florida Project No.: 429-205 Parcel: 291  
(Portion)

---

The Central Florida Expressway Authority (CFX) acted as the third-party acquisition agent to acquire portions of the real properties known as Pine Plantation and Rockwood Groves (collectively, the Property) in connection with the Wekiva Parkway Project pursuant to Section 369.317(6), Florida Statutes. The subject Property was acquired to be used as conservation to help protect the surface and groundwater resources of the Wekiva Study Area. In order to effectuate the intent of the statute, the City of Apopka (City) has requested to purchase the Property from CFX for use as a passive park, subject to a deed restriction for conservation uses. The City is seeking a state appropriation to fund the purchase of the Property. The proposed sale of the Property would be at a purchase price no less than the CFX's original investment in the Property and in accordance with CFX's standard sales agreement as negotiated and finalized by CFX's legal counsel.

On January 17, 2024, the Right of Way Committee recommended Board approval of the attached Resolution of the Central Florida Expressway Authority Declaring Property as Surplus Property and Authorizing Sale to the City of Apopka, Florida which declares the Property as surplus property and authorizes the transfer of the Property to the City for conservation uses.

Board approval of the Resolution of the Central Florida Expressway Authority Declaring Property as Surplus Property and Authorizing Sale to the City of Apopka, Florida is requested.

Robert F. Mallett, L.L.C.  
T: 407.669.4236  
robert.mallett@nelsonmullins.com

390 North Orange Avenue, Suite 1400  
Orlando, FL 32801  
T: 407.669.4200 F: 407.425.8377  
nelsonmullins.com

## **MEMORANDUM**

**TO:** CFX Right of Way Committee Members

**FROM:** Robert F. Mallett, L.L.C.  
Right-of-Way Counsel  
Nelson Mullins Riley & Scarborough, LLP

**DATE:** January 10, 2024

**SUBJECT:** Request By The City of Apopka to Sell and Convey Vacant Land Owned by Central Florida Expressway Authority (“CFX”) Located at 6578 Mount Plymouth Road, Apopka, FL 32712, Parcel ID#05-20-28-0000-00-039 (the “Property”) Project: 429-205, Parcel 291 (Portion)

---

## **BACKGROUND**

The City of Apopka (the “City”) has requested that CFX sell and convey to the City the above-referenced Property, consisting of approximately 75+/- acres of vacant land currently owned by CFX. The City intends to use the Property for a passive park with a conservation easement overlay.

The Property, as generally depicted on Exhibit “A” attached hereto, is a part of the land generally known as Pine Plantation as identified in the acquisition in connection with the Wekiva Parkway project pursuant to Section 369.317(6), F.S. In 2008, pursuant to funding and acquisition agreements with the Florida Department of Environmental Protection (“FDEP”), Orange County and the State, Orange County and CFX acquired that portion of the Pine Plantation lands lying south of Haas Road and identified by the parties for conservation acquisition. The Property, lying north of Haas Road, was not acquired at that time and was identified as being needed for the Wekiva Parkway right of way. CFX subsequently acquired the Property from Rockwood Groves, Inc. on December 28, 2012. While our firm did not handle that acquisition, we have been advised by CFX staff that the Property, together with the right of way needed for the Wekiva Parkway, was purchased via a voluntarily negotiated contract. The funds for the purchase came solely from CFX and no other agency was involved in the purchase of the Property or funding of that purchase. We have also been advised by staff that no other agency has indicated any interest or desire in acquiring the Property for conservation or any other purpose.

Pursuant to the CFX Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant have reviewed the remaining Property and determined it is not needed to support existing Expressway Facilities. CFX's General Engineering Consultant has certified that the Property is not essential or needed for present or future construction, operation or maintenance of Expressway Facilities or for CFX purposes and that disposition of the Property would not impede or restrict the Expressway System.

Based upon discussions with the City, it is contemplated that CFX would sell the Property to the City for an amount equal to CFX's original costs incurred in acquisition of the Property.

### **REQUEST**

A recommendation by the Right of Way Committee for CFX Board's approval of the Resolution Declaring the Property as Surplus and authorizing that the Property be sold to the City for an amount equal to CFX's original costs incurred in acquisition of the Property, in accordance with CFX standard property disposition procedures and subject to final approval of the final transaction by legal counsel.

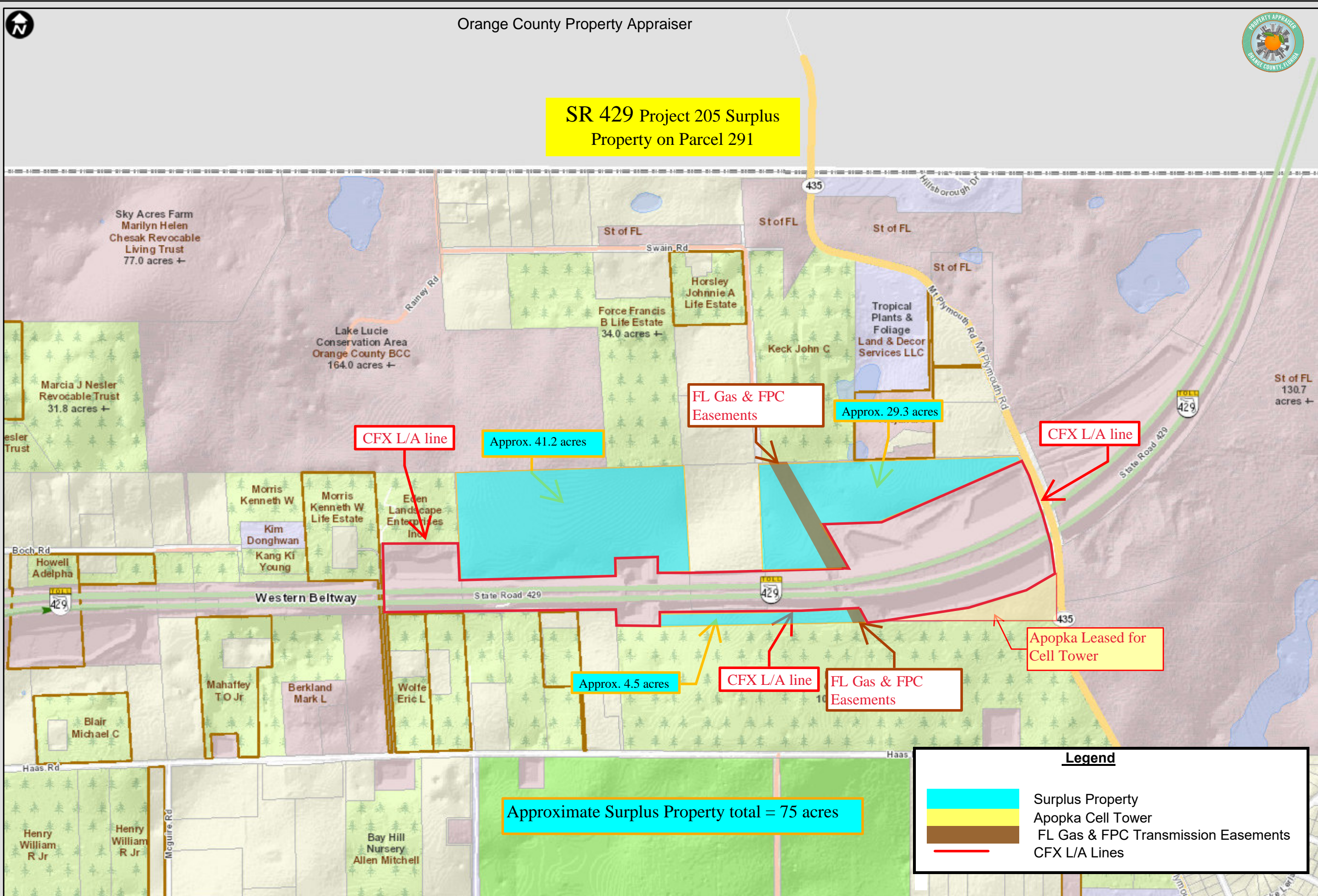
### **ATTACHMENTS**

- A. Depiction of the Property
- B. Resolution Declaring the Property Surplus and authorizing sale to the City
- C. Certification of Property as non-essential from CFX General Engineering Consultant



ATTACHMENT "A"

Orange County Property Appraiser



Created: 1/10/2024 13:10 , undefined

This map is for reference only and is not a survey



## **ATTACHMENT “B”**

### **A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING SALE TO THE CITY OF APOPKA, FLORIDA**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

**WHEREAS**, CFX has adopted that certain Property Acquisition, Disposition & Permitting Policy (“ROW Policy”) and that certain Property Acquisition, Disposition & Permitting Procedures Manual (“ROW Manual”), which ROW Policy and ROW Manual provide for the disposal of real property unnecessary or unsuitable for CFX’s use; and

**WHEREAS**, pursuant to the ROW Manual, where real property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

**WHEREAS**, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road (“SR”) 429 in the proximity of 6578 Mount Plymouth Road, Apopka, FL 32712 Avenue and determined that the real property generally referred to as remainder Parcel 205-291 as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Property”) is not needed to support existing Expressway Facilities; and

**WHEREAS**, CFX’s General Engineering Consultant has certified that the Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System; and

**WHEREAS**, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the CFX Parcels as Surplus Property; and

**WHEREAS**, the City of Apopka, Florida (“City”) has requested that the CFX sell and convey the Property to the City for use as a passive park with conservation easement overlay; and

**WHEREAS**, the City intends to acquire funds to purchase the Surplus Property through an appropriation from the state legislature (the “Funding”); and

**WHEREAS**, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board adopt a resolution declaring the CFX Parcels to be Surplus Property authorizing that the



Property be sold to the City for use as a passive park under restriction of a conservation easement in terms and conditions mutually agreeable to CFX and the City; and

WHEREAS, the Property shall be sold to the City for an amount no less than CFX’s original costs incurred in acquisition of the Property, in accordance with the terms of the ROW Policy and the ROW Manual and subject to final approval of the final transaction by legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

- 1. CFX hereby declares that the real property identified in Exhibit “A” attached hereto is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes.
2. CFX hereby finds that it is in the best interest of CFX and the public to declare the CFX Parcels as Surplus Property, and CFX hereby declares the CFX Parcels as Surplus Property available for sale.
3. CFX hereby finds that it is in the best interest of CFX and the public to sell and convey the Surplus Property to the City of Apopka, Florida, for use as a passive park under restriction of a conservation easement in terms and conditions mutually agreeable to CFX and the City.
4. CFX hereby finds it is in the best interest of CFX and the public for the Surplus Property to be sold for a minimum purchase price equal to CFX’s original costs incurred in acquisition of the Property.
5. CFX hereby authorizes the sale of the Property to the City, pursuant to the foregoing terms and conditions, in accordance with the terms of the ROW Policy and the ROW Manual and authorizes the Executive Director or the Executive Director’s designee to execute all documents necessary and appropriate to consummate the transaction with the City, subject to final approval by legal counsel.
6. In the event the City fails to secure the Funding by January 1, 2025, paragraph 5 of this Resolution shall be deemed null and void, and CFX reserves the right, through the adoption of a new resolution by the Board, to convey or sell the Surplus Property to another entity.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Mayor Jerry Demings, Chairman

ATTEST:
Regla (“Mimi”) Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive use and reliance of CFX.

Jo O. Thacker
Interim General Counsel

# ATTACHMENT "C"



Dewberry Engineers Inc. | 407.843.5120  
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax  
Orlando, FL 32803 | www.dewberry.com

January 17, 2024

Mr. Glenn Pressimone, P.E.  
Chief of Infrastructure  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

**RE: SURPLUS PROPERTY**  
SR 429, Project 429-205  
CFX Parcel 291 (Portion)

Dear Mr. Pressimone:

On behalf of Dewberry Engineers Inc., as Consulting Engineer (the Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcel along SR 429 described in Exhibit A attached. In our opinion, we certify that the area described is no longer essential for the operation of the CFX system and selling of this parcel area, would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
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 Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.  
Program Manager

Attachments

cc: Glenn Pressimone CFX (w/ enc.)  
Jo Thacker (Acting General Counsel)

**CONSENT AGENDA ITEM  
#13**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 16, 2024

SUBJECT: Approval of Contract Award to Jorgensen Contract Services, L.L.C. for  
Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod  
Road Extension  
Contract No. 002062

A Request for Proposals (RFP) from qualified firms to provide Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension was advertised on October 15, 2023. Three (3) responses were received by the November 28, 2023 deadline. Those firms were AIMM-American Infrastructure Maintenance LLC, Jorgensen Contract Services, L.L.C. and TPC Corporation.

The Evaluation Committee met on December 12, 2023, and after reviewing the technical proposals shortlisted all the firms.


The Committee heard and scored interviews on December 19, 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:

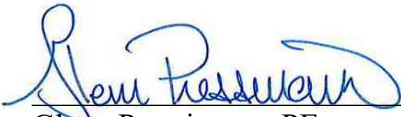
<u>Ranking</u>	<u>Firm</u>	<u>Total Points</u>
1	Jorgensen Contract Services, L.L.C.	93.20
2	AIMM	80.64
3	TC Corporation	72.50

The work to be perform includes maintenance, administration and management services related to roadways and bridges along SR 408, SR 417, SR 528 and Goldenrod Road Extension.

Board award of the contract to Jorgensen contract Services, L.L.C. in the amount of \$34,128,600.00 for a five year term with five one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by:   
Don Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

## **RFP-002062 Committee Meeting – December 19, 2023 Minutes**

Evaluation Committee for **Roadway and Bridge Maintenance Services for SR 408, SR 417 and SR 528 Goldenrod Extension Services; RFP-002062**, held a duly noticed meeting on Tuesday, December 19, 2023, starting at 9:00 a.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

### **Committee Members:**

Don Budnovich, Director of Maintenance  
Matthew Lewis, Sr. Roadway Inspector  
Malaya Bryan, Director of Business Opportunities  
Bryce Rainey, Permits and Maintenance Compliance Supervisor  
James Martin, Sr. Roadway Inspector

### **Other Attendees:**

Traci Parks-Chillon, Manager of Procurement  
Aneth Williams, CFX Director of Procurement

### **Interviews:**

Ms. Traci Parks-Chillon 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.

AIMM	09:00 – 09:50 a.m.
Jorgensen Contract Services	10:00 – 10:50 a.m.
TPC Corporation	11:00 – 11:50 a.m.

### **Evaluation Portion:**

Ms. Traci Parks-Chillon 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>	<u>Total Raw Points</u>	<u>Average Points</u>
AIMM	235	47.00
Jorgensen Contract Services	241	48.20
TPC Corporation	183	36.60

### **Pricing**

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

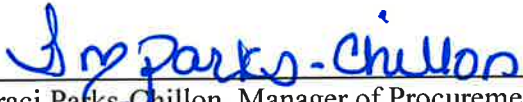
<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
AIMM	\$45,654,000.00	33.64
Jorgensen Contract Services	\$34,128,600.00	45.00
TPC Corporation	\$42,776,747.51	35.90

### **Total Points and Rankings**

<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
AIMM	47.00	33.64	80.64	2
Jorgensen Contract Services	48.20	45.00	93.20	1
TPC Corporation	36.60	35.90	72.50	3



The Evaluation Committee recommends award of the Contract to Jorgensen Contract Services, LLC. for \$34,128,600.00. There being no further business to come before the Committee, the meeting was adjourned at 1:15 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting for RFP-002062 held Tuesday, December 19, 2023.

Submitted by:   
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

  
Don Budnovich, Director of Maintenance

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY**






**ROADWAY AND BRIDGE MAINTENANCE SERVICES FOR  
SR 408, SR 417 AND SR 528 GOLDENROD EXTENSION SERVICES**

EVALUATOR	AIMM		JORGENSEN CONTRACT SERVICES, LLC		TPC CORPORATION	
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
JAMES MARTIN	48		48		40	
DON BUDNOVICH	51		53		36	
MATT LEWIS	45		41		32	
MALAYA BRYAN	45		48		37	
BRYCE RAINEY	46		51		38	
<b>TOTAL</b>	<b>235</b>		<b>241</b>		<b>183</b>	
<b>AVG. TECH. POINTS</b>	<b>47.00</b>		<b>48.20</b>		<b>36.60</b>	

PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
AIMM	\$ 45,654,000.00	33.64
JORGENSEN CONTRACT SERVICES, LLC	\$ 34,128,600.00	45.00
TPC CORPORATION	\$ 42,776,747.51	35.90

POINT TOTALS AND FINAL RANKING				
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
AIMM	47.00	33.64	80.64	2
JORGENSEN CONTRACT SERVICES, LLC	48.20	45.00	93.20	1
TPC CORPORATION	36.60	35.90	72.50	3

Committee Members:

  
 JAMES MARTIN  
  
 DON BUDNOVICH  
  
 MATT LEWIS  
  
 MALAYA BRYAN  
  
 BRYCE RAINEY

Tuesday, December 19, 2023

Tuesday, December 19, 2023

Tuesday, December 19, 2023

Tuesday, December 19, 2023

Tuesday, December 19, 2023

# **CONTRACT**

---

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

---

**AND**

## **JORGENSEN CONTRACT SERVICES, L.L.C.**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES  
SR 408, SR 417 AND SR 528 AND  
GOLDENROD ROAD EXTENSION**

**CONTRACT NO. 002062**

**CONTRACT DATE: FEBRUARY 08, 2024**

**CONTRACT AMOUNT: \$34,128,600.00**

**CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, MEMORANDUM  
OF AGREEMENT, METHOD OF COMPENSATION, ADDENDA, PRICE  
PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT  
DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, MEMORANDUM  
OF AGREEMENT, METHOD OF COMPENSATION, ADDENDA, PRICE  
PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT  
DISCLOSURE FORM**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES  
SR 408, SR 417, AND SR 528 AND GOLDENROD ROAD EXTENSION**

**CONTRACT NO. 002062**

**FEBRUARY 2024**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 26
Addendum No. 1	Addendum No. 2
Addendum No. 4	Addendum No. 5
Addendum No. 3	
Exhibit "A"	Scope of Services w/ CFX Incident Response Plan Maintenance Specifications CFX Maintenance Area Map (See Addendum No. 1)
	A-1 TO A-28
Exhibit "B"	Method of Compensation
Exhibit "C"	Price Proposal
Exhibit "D"	Technical Proposal
Exhibit "E"	Potential Conflict Disclosure Form
	B-1 to B-6 D-1 to D-7 1 to 7

CONTRACT 002062

Table of Contents

1. SERVICES TO BE PROVIDED.....	2
2. TERM AND NOTICE.....	2
3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES .....	4
4. AUDIT AND EXAMINATION OF RECORDS .....	5
5. PUBLIC RECORDS .....	6
6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT.....	8
7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES .....	8
8. CONTRACTOR 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 Performance and Payment Bond: .....	11
9. CONTRACTOR RESPONSIBILITY .....	12
10. INDEMNITY.....	13
11. PRESS RELEASES.....	15
12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.....	15
13. PERMITS, LICENSES, ETC. ....	17
14. NONDISCRIMINATION .....	17
15. NOTIFICATION OF CONVICTION OF CRIMES .....	17
16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY .....	17
17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL.....	18
18. SUBLETTING AND ASSIGNMENT .....	18
19. DISPUTES.....	20
20. OTHER SEVERABILITY .....	20
21. INTEGRATION .....	20
22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.....	20
23. GOVERNING LAW AND VENUE .....	21
24. RELATIONSHIPS .....	21
25. INTERPRETATION .....	22
26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....	22
27. SURVIVAL OF EXPIRATION OR TERMINATION.....	22
28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT .....	23
29. INSPECTOR GENERAL.....	23
30. E-VERIFY .....	23
31. APPROPRIATION OF FUNDS .....	24
32. NOTICE TO THE PARTIES .....	24
33. EXHIBITS .....	25



**Contract No. 002062**

This Contract No. 002062 (“Contract”) is made this 8<sup>th</sup> day of February 2024, 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 Jorgensen Contract Services, L.L.C., a Florida Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 3735 Buckeystown Pike, Buckeystown, MD 21717, 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 (“SR”) SR 408, SR 417, SR 528 and Goldenrod Extension under Contract No. 002062, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

**WHEREAS**, on or about October 16, 2023, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

**WHEREAS**, CONTRACTOR was one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

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

## **1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, 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 hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

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

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 Price Proposal submitted by CONTRACTOR, and
- 1.7 The Technical 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 with five (5) one (1) year renewal 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 assign to another contractor the Services set forth in this Contract, with a full reservation of rights against CONTRACTOR and its surety for all damages, losses and costs incurred by CFX as a result of the default by CONTRACTOR.

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 or convenience.

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 \$34,128,600.00 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:**

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

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

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

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a

subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

## **5. PUBLIC RECORDS**

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

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

1. Keep and maintain public records required by the public agency to perform the service.



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

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

The obligations in this Section 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**

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

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

As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, CONTRACTOR agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit “E.”**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

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

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

Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR’S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No 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.

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 Financial Strength Rating (FSR) of at least “A-“(Excellent) and a Financial Size Category (FSC) of at least Category “X” as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. CONTRACTOR shall carry and keep in force the

following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of Two Million Dollars (\$2,000,000.00) per occurrence of bodily injury or property damage and a minimum of Five Million Dollars (\$5,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement. The specific term for Commercial General Liability coverage for Products and Completed Operations shall be through the applicable statutes of limitation and period of repose under Florida law.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of Three Million Dollars (\$3,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Worker's Compensation coverage shall be maintained in accordance with the laws of the State of Florida. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONTRACTOR, its employees, agents and subconsultants.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates

are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

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

#### 8.4 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain an acceptable surety bond on an annual basis, renewed every year of the term of the Contract and any extensions, in a sum equal to the amount of the term of the Contract that such bond covers. In the event of default by CONTRACTOR in performance under the Contract Documents, the period of coverage for any such surety bond shall be for no less than 270 days after the effective date of any applicable term of the Contract, so that CFX has bond coverage up through the date a replacement contractor and surety is under contract to CFX. Each bond renewal shall be provided to CFX no later than ninety (90) days prior to the expiration of the subject Contract term.. 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, board members, 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, board members, 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 expertise.

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.

Prior to retaining a subcontractor, or assigning any work to a subcontractor, the CONTRACTOR shall verify that the subcontractor does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONTRACTOR shall ensure that each subcontractor adheres to, and cause all subcontractors to be bound by, all requirements, conditions, and standards set forth herein. The CONTRACTOR shall collect and maintain the necessary subcontractor compliance and acknowledgement documentation and remove any subcontractor immediately, if the necessary said documentation is unavailable or the subcontractor is not adhering to the requirements and standards herein. The CONTRACTOR shall provide subcontractor compliance and acknowledgement documentation to CFX upon request.

The approved subcontractor are:

Blurock LLC	Terrel Industries LLC	Safety Systems Barricades Corp.
KMG Fence LLC	MK Guardrail, Inc.	Star Cleaning USA, Inc.
Total Pressure Cleaning Services. Inc.		

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, the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract, and if 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) that authorization will require CFX Board approval. 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**

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees

hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

### **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 AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR: Jorgensen Contract Services, L.L.C.  
Sara Henningsgaard, PE Vice President  
3735 Buckeystown Pike  
Buckeystown, MD 21717

With a copy to: Jorgensen Contract Services, L.L.C.  
John Farnoly, PE Regional Manager



4501 34th Street,  
Orlando, FL 32811

**33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A"    Scope of Services  
                  CFX Incident Response Plan  
                  CFX Maintenance Specifications  
                  CFX Area Map (See Addendum No. 1)

Exhibit "B"    Method of Compensation  
Exhibit "C"    Agreement  
Exhibit "D"    Price 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 08, 2024.

ACCEPTED AND AGREED TO BY:

JORGENSEN CONTRACT SERVICES, L.L.C.

By: \_\_\_\_\_

Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

Print Name: Aneth Williams

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Jo O. Thacker  
Interim General Counsel

# **Exhibit “A”**

## **SCOPE OF SERVICES**

**Including:**

**CFX Incident Response Plan**

**CFX Asset Maintenance Specifications**

**CFX Maintenance Area Map** (See Addendum No. 1)

**Exhibit A**  
**SCOPE OF SERVICES**  
**ROADWAY AND BRIDGE MAINTENANCE SERVICES**  
**SR 408, SR 417, SR 528, AND GOLDENROD ROAD EXTENSION**  
**CONTRACT NO. 002062**

**1.0 OVERVIEW**

- 1.1 The Contractor shall perform maintenance of, and administration and management services related to roadways and bridges along State Road (“SR”) SR 408 (East-West Expressway), along SR 417 (Central Florida GreeneWay) from International Drive to the Orange/ Seminole County Line (also includes the South Access Road from Boggy Creek Interchange to the OUC Rail Bridge, and the WC Coleman corridor), SR 528 from Boggy Creek Road to SR 520, Goldenrod Road Extension (SR 551) from Hoffner Road to Cargo Road, and the High Speed Rail Corridor on SR 528 from Orlando International Airport to SR 520 in Orange County Florida.

It is the Contractors responsibility to examine the CFX 5-Year Work Plan (Published at <https://www.cfxway.com/agency-information/plans-studies/five-year-work-plans/>) carefully before submitting a proposal. The contractor shall consider and include changes to the infrastructure that are described in the project plans for the respective CFX 5-Year Work Plan Items. 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 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.

- 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) 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, highway lighting 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 (please note the daily litter patrol is separate from and shall not be responsible for the daily patrol discussed in this section). 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 throughout 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 LIQUIDATED DAMAGE
Litter Patrol	8 Full Time Crews, 6 Days per week	\$500 per day per crew (PF-2)
Herbicide (Shoulder, Guardrail, MSE Walls, Soundwalls, Barrier Walls, Light poles etc.)	Regular Intervals, 6 Times per year	\$1000 per day for a given cycle (PF-3)
Fence Line Herbicide	Regular Intervals, 4 Times per year	\$1000 per day for a given cycle (PF-3)
Roadside Mowing	12 Times per year, Starting the 1 <sup>st</sup> day of each month	\$1000 for each day late (PF-3)
Slope Mowing	9 Times per year	\$1000 for each day late (PF-3)
Out-Parcel Mowing	12 or 24 Times per year, Starting the 1 <sup>st</sup> and 15 <sup>th</sup> of each month	\$100 for each day late (PF -1)
Pressure Washing of Bridges	Per Schedule specified in CFX Maintenance Specifications	\$100 for each day late per bridge (PF-1)
Highway Lighting	Per Schedule specified in CFX Maintenance Specifications	\$100 per day per light (PF-1)

Vacuum Sweeping	Per Schedule specified in CFX maintenance Specifications	\$500 for each day late (PF -2)
Pavement Markings	Daily Patrol	

The 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 the 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 Area maps, maintenance specifications and referenced manuals and procedures (collectively, the “Services”).

This Contract also includes Roadside Mowing, Fence line Herbicide, and Wall Herbicide along the High-Speed Rail corridor as shown in the CFX Maintenance Area maps.

- 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 “A”** 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 the 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 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 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 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 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 prepare and submit to CFX within thirty (30) days of the issuance of the Notice to Proceed in accordance with the terms of the Contract. The Work Plan shall be updated and submitted every 3 months 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 dates 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 provide Maintenance of Traffic services as described in the CFX Maintenance Specifications as needed or required to support all of the maintenance activities included in this Contract.

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.

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 for 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 Orlando, 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 at 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 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, by-laws, 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.
    - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
    - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
    - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
  - (b) 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.
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."

#### 4.7 Office and Storage Facilities

CFX will provide office and storage facilities for the Contractor at 7015 McCoy Road. The office building is planned to be renovated in 2024. During this time, CFX will provide a field trailer of approximately 1300 square feet. Once the renovations are complete, CFX will provide an office area of which approximately 2500 square feet will be provided to the Contractor. The remainder of the renovated building will be used by CFX. The site also includes a covered warehouse/maintenance building of approximately 11,000 square feet which is available to the Contractor. Uncovered space on the site will also be available to the Contractor. The contractor is responsible for all maintenance to the entire office building, storage facility and the facility site. The contractor shall also be responsible for all necessary insurance/liability coverage as well as all utility costs. Any additional space required by the Contractor beyond that furnished by CFX shall be secured by the Contractor at the Contractor's expense.

The space provided by CFX is being made available to the Contractor at the sole discretion of CFX. The Contractor agrees to vacate any or all of the office, warehouse/maintenance building, and uncovered space upon 90 days written notice from CFX.

### 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, and 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 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 1 hour 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 A Part Time Shoulder Use (PTSU) / Flex Lane system has been constructed on SR 417 from International Drive to SR 528. In support of the PTSU / Flex Lane operations, the Asset Maintenance contractor shall respond to incidents in support of Maintenance of Traffic. Additionally, during nighttime operations (10 PM to 6 AM), Asset Maintenance will be on-call to support the PTSU Operator prior to the opening of a shoulder. Once notified by the PTSU Operator, the Asset Maintenance vehicle will have 60 minutes to be on-scene in order to drive the shoulder and verify it is clear. Asset Maintenance shall verify the shoulder is clear of debris and disabled vehicles before providing confirmation to the PTSU Operator that the shoulder is ready to be opened. Asset Maintenance should clear debris they encounter to enable the opening the shoulder. Asset Maintenance should contact the PTSU Operator to receive assistance in removing disabled vehicles.

During daytime operations (6 AM to 10 PM), Asset Maintenance shall remove large debris encountered by Road Rangers driving the shoulder prior to opening. Asset Management shall be notified by the PTSU Operator when their assistance is needed during daytime hours.

- 5.3.11 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 workday 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 pre-determined controlling work items.

The Director of Maintenance will monitor the effects of the weather and if deemed justified, in his sole and absolute discretion, recommend time extensions for the

performance of the Services. The Contractor will not be required to submit a request for additional time due to the effects of the 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 an 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.
- 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 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 pre-hearing 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 SR 408, SR 417, and SR 528.

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 SR 408, SR 417, and SR 528. 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 SR 408, SR 417, and SR 528. 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. In addition, for striping lighting and signs, CFX will reduce the amount to withhold from monies due the Contractor an amount equal to one-twentieth of one percent (0.05%) of the cumulative amount of four (4) months payments for each percentage point above 80 but below the following:

- Striping            95
- Signs               90
- Lighting           85

For Striping, Signs and Lighting, 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 85 on any characteristic rating.

For Striping and Signs, CFX will reduce the amount withheld to a rate of one-twentieth of one percent (0.05%) of the cumulative amount of four (4) months payments for each percentage point above 85.

If a characteristic falling below 80 (or the above applicable ratings for striping lighting and signs) is rated on fewer than 10 inspection points, upon the Contractor's request, 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

**CONSENT AGENDA ITEM  
#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 16, 2024

SUBJECT: Approval of Second Contract Renewal with Tews Consulting, Inc. for  
Information Technology Staff Augmentation Services  
Contract No. 001656


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Board approval is requested for the second renewal of the referenced contract with Tews Consulting, Inc. in the amount of \$0.00 for one year beginning on February 13, 2024 and ending February 12, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes technical services on an as-needed basis to CFX's Information Technology (IT) department. This contract will provide a pool of personnel from which IT can draw when specialized technical support is required.

Original Contract	\$2,000,000.00
First Renewal	\$ 0.00
Second Renewal	\$ 0.00
Total	<u>\$2,000,000.00</u>

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Rafael Millan  
Director of IT

  
\_\_\_\_\_  
Jim Greer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001656**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 8th day of February 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Tews Consulting, Inc., registered and authorized to do business in the State of Florida, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Contractor entered into that certain Contract Agreement dated February 13, 2020 (collectively, the “Original Agreement”), with a Notice to Proceed date of February 13, 2020, whereby CFX retained the Contractor to perform information technology staff augmentation services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the second renewal of said Original Agreement, which renewal shall begin on February 13, 2024 and end on February 12, 2025 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

**TEWS CONSULTING, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

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

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

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

Secretary or Notary  
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel  
to the Central Florida Expressway Authority on this  
\_\_\_\_ day of \_\_\_\_\_, 2024 for its exclusive use  
and reliance.

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

By: \_\_\_\_\_  
Jo O. Thacker, Interim General Counsel

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001656**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** ("Renewal Agreement"), is made and entered into this 9th day of February 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Tews Consulting, Inc., registered and authorized to do business in the State of Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

**WITNESSETH**

**WHEREAS**, CFX and the Contractor entered into that certain Contract Agreement dated February 13, 2020 (collectively, the "Original Agreement"), with a Notice to Proceed date of February 13, 2020, whereby CFX retained the Contractor to perform information technology staff augmentation services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on February 13, 2023 and end on February 12, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement, in an amount up to \$0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.



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

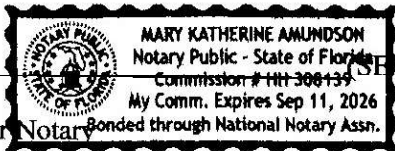
TEWS CONSULTING, INC.

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY

By: [Signature]  
Print Name: CHARLES L. TEVY  
Title: PRESIDENT

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2023.02.23 09:12:46 -05'00'  
Aneth Williams, Director of Procurement

ATTEST:



Secretary or Notary  
If Individual, furnish two witnesses:

By: [Signature]  
Print Name: Donna Shore

By: [Signature]  
Print Name: Stephanie Bowen

[Signature]  
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: 2023.02.16 11:17:52 -05'00'  
Diego "Woody" Rodriguez, General Counsel

# CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
TEWS CONSULTING, INC.

INFORMATION TECHNOLOGY STAFF  
AUGMENTATION SERVICES

CONTRACT NO.001656

CONTRACT DATE: February 13, 2020  
CONTRACT AMOUNT: \$2,000,000.00

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
INFORMATION TECHNOLOGY STAFF  
AUGMENTATION SERVICES  
CONTRACT NO. 001656**

This Contract is made this 13th day of February 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and TEWS CONSULTING, INC., 1000 Legion Place, Suite 730, Orlando, FL 32801, 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 information technology staff augmentation services; and,

**WHEREAS**, on or about March 1, 2017, the CONTRACTOR entered an agreement with State of Florida Department of Management services (DMS) under its Contract No. 80101507-SA-15-01 to provide substantially the same services as required by CFX; 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 the State 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 the CONTRACTOR; and,

**WHEREAS**, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates (and where there is not a rate assigned CFX will negotiate a rate with the CONTRACTOR before assigning personnel) as included in its contract with the State, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

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

## **1. SERVICES TO BE PROVIDED**

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

## **2. CONTRACT TERM AND AMOUNT**

The term of the Contract will be three (3) years beginning February 13, 2020. There shall be two (2) renewal options of one year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract terms. The Contract amount shall not exceed \$2,000,000.00 during the term.

## **3. COMPENSATION FOR SERVICES**

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with DMS.

## **4. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with DMS with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. Additional coverage shall be as follows:

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

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

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

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

## **5. CONTRACTOR RESPONSIBILITY**

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

5.1 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

5.2 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.

5.3 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.

## 6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 7. PUBLIC RECORDS

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

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

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

## 8. 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, without first notifying CFX and securing its consent in writing.

## 9. 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.

#### **10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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.

#### **11. 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.

#### **12. SUBLETTING AND ASSIGNMENT**

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

#### **13. DISPUTES AND TERMINATION**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.



#### **14. 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.

#### **15. 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.

#### **16. RELATIONSHIPS**

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

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

#### **17. 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.

## 18. 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:

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

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

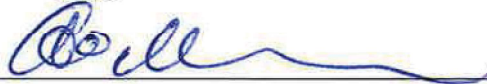
## 19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX. This Contract was awarded by the CFX Board of Directors at its meeting on February 13, 2020.

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: \_\_\_\_\_



Director of Procurement

TEWS CONSULTING, INC.

By: \_\_\_\_\_



Director of Business Development

Title

Approved as to form and execution, only.

  
CFX General Counsel


20 FEB 24 PM 2:01

**CONSENT AGENDA ITEM  
#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement


DATE: January 16, 2024

SUBJECT: Approval of Purchase Order to Insight Public Sector, Inc. for Support Services

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Board approval is requested to issue a purchase order to Insight Public Sector, Inc. in the amount of \$153,634.41 to continue product support for a one-year period from February 28, 2024 to February 27, 2025. This is a cooperative (piggyback) procurement based on the State of Florida NASPO Valuepoint Software Contract Number 43230000-23-NASPO-ACS.

This purchase is included in the OM&A Budget.

Reviewed by:   
Rafael Millan  
Director of IT


  
Jim Greer

**CONSENT AGENDA ITEM  
#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 16, 2024

SUBJECT: Approval of First Contract Renewal with Precision Contracting Services, Inc.  
for Maintenance of Fiber Optic Network (FON) Infrastructure  
Contract No. 001423

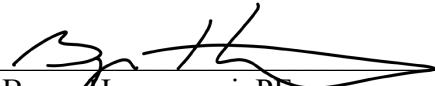
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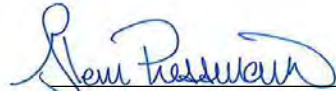
Board approval is requested for the first renewal of the referenced contract with Precision Contracting Services, Inc. in the amount of \$649,300.00 for five years beginning on April 1, 2024, and ending March 31, 2029. The original contract was for five years with one five-year renewal.

The work to be performed includes labor and materials necessary for maintenance, operation, troubleshooting, configuration management and associated activities for CFX's FON system.

Original	\$ 729,050.00
Contract First	\$ 649,300.00
Renewal Total	\$1,378,350.00

This contract is included in the OM&A Budget.

Reviewed by:   
Bryan Homayouni, PE  
Director of Intelligent Transportation Systems

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001423**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 8th day of February 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Precision Contracting Services, Inc., a Florida profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties.”

**WITNESSETH**

**WHEREAS**, on December 13, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement” ), with a Notice to Proceed date of April 1, 2019, whereby CFX retained the Contractor to provide fiber optic network infrastructure maintenance services.

**WHEREAS**, the Parties seek to renew the Original Agreement for a period of five (5) years 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 Agreement, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on April 1, 2024 and end on March 31, 2029 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the Contractor’s letter dated January 18, 2024 and attached as Exhibit “A” in an amount up to \$649,300.000 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.



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

**PRECISION CONTRACTING SERVICES, INC**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_

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

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

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

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

Secretary or Notary

If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel  
to the Central Florida Expressway Authority on  
this \_\_\_\_ day of \_\_\_\_\_, 2024 for its exclusive  
use and reliance.

By: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O. Thacker, Interim General Counsel

By: \_\_\_\_\_

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



# Memorandum

---

**Date:** January 18<sup>th</sup>, 2024

**To:** Bryan Homayouni, P.E.  
Director of Intelligent Transportation Systems / CFX

**From:** Chirayu Amin / AECOM

**CC:** Patrick O'Shea / AECOM

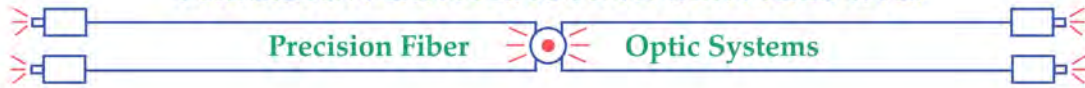
**Subject: Fiber Optic Network Maintenance Contract 1423 Renewal**

CFX requires maintenance services to ensure operation of their Fiber Optic Network (FON). The FON provides for all the CFX's data communication needs in relation to the Electronic Toll and Traffic Management systems. The FON operation and maintenance service contract provides technical services which includes operation, troubleshooting, configuration management and all associated activities for the system. To ensure that issues affecting the integrity of the system are addressed as quickly as possible, 24 X 7 on-call support is provided by the contract as well. Based on previous service and performance by the contractor, the value and level of service provided by PCS are satisfactory and meet the requirements of the contract.

AECOM has reviewed and agrees with PCS's proposal which includes rates adjustments in accordance with the annualized Consumer Price Index (CPI) for the previous 5-year period and other costs attributable to increases in labor/wage, gas/fuel, and insurance. It is recommended CFX renew the FON maintenance contract with PCS to provide support and maintenance for its critical FON infrastructure. The current contract will expire on March 31<sup>st</sup>, 2024.



PRECISION CONTRACTING SERVICES INC.



**January 17, 2024**

Chirayu Amin  
Sr. ITS Analyst  
AECOM - CFX  
150 N. Orange Ave | Orlando, FL 32801

CFX Contract No. 001423  
PCS Contract No. 17705  
County: Orange

**RE: Renewal of CFX Contract No. 001423 “Maintenance of FON Infrastructure” for Additional 5-year Term**

To Whom It May Concern,

PCS is issuing this letter to acknowledge its desire and agreement to renew the existing contract noted above for an additional 5-year term.

The term shall commence on the date which CFX denotes as the new Notice to Proceed (NTP) and will remain active for a term of 5 calendar years from that NTP date.

PCS shall agree to the contract renewal at the rates listed in the below **Table A**.

Please note that some of the items are to be renewed at the existing hourly rates, whereas some items are to be renewed at an increased rate to account for today's actual costs associated with the performance of those items. These rate increases are in accordance with the annualized Consumer Price Index adjustments for the previous 5-year period as shown in **Table B**, in addition to increases to other costs of performance of the work including, but not limited to, labor cost, gas/fuel cost, insurance and general conditions.

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License #ES0000245

15834 Guild Court • Jupiter, FL 33478 • 561-743-9737 • (Fax) 561-743-0775 • pcsfiber.com





PRECISION CONTRACTING SERVICES INC.



Once agreed, these rates shall remain fixed throughout the life of the renewal term.

Please contact me if you have any questions.

Respectfully,

Brandon Boyd  
Vice President  
Precision Contracting Services, Inc.

---

License #ES0000245

15834 Guild Court • Jupiter, FL 33478 • 561-743-9737 • (Fax) 561-743-0775 • [pcsfiber.com](http://pcsfiber.com)



# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
PRECISION CONTRACTING SERVICES, INC.**

**MAINTENANCE OF FON INFRASTRUCTURE**

**CONTRACT NO. 001423**

**CONTRACT DATE: DECEMBER 13, 2018**

**CONTRACT AMOUNT: \$729,050.00**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM TO THE  
SCOPE OF SERVICES, METHOD OF COMPENSATION,  
POTENTIAL CONFLICT OF INTEREST FORM, PRICE  
PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND  
FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL,  
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**MAINTENANCE OF FON INFRASTRUCTURE**

**CONTRACT NO. 001423**

**DECEMBER 2018**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1 to 26
(See Contract Table of Contents for listing of individual sections.)	
EXHIBIT “A” – SCOPE OF SERVICES	A-1 to A-22
(See Scope of Services Table of Contents for listing of individual sections.)	
EXHIBIT “A1” – ADDENDUM TO THE SCOPE OF SERVICES (Addendum No. 2)	A1-1 to A1-2
EXHIBIT “B” – METHOD OF COMPENSATION	B-1 to B-4
EXHIBIT “C” – POTENTIAL CONFLICT OF INTEREST FORM	1 to 8
EXHIBIT “D” – PRICE PROPOSAL	D-1 to D-4
VEHICLE REGISTRATION FORM	VR-1 to VR-2
PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5



CONTRACT 001423

Table of Contents

1.	SERVICES TO BE PROVIDED .....	2
2.	TERM AND NOTICE .....	2
3.	CONTRACT AMOUNT AND COMPENSATION FOR SERVICES .....	4
4.	AUDIT AND EXAMINATION OF RECORDS .....	4
5.	PUBLIC RECORDS .....	6
6.	CONFLICT OF INTEREST AND STANDARDS OF CONDUCT .....	7
7.	DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES .....	8
8.	CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND .....	8
8.1	Commercial General Liability: .....	9
8.2	Business Automobile Liability: .....	9
8.3	Workers' Compensation Insurance: .....	10
8.4	Unemployment Insurance: .....	10
8.5	Professional Liability: .....	10
8.6	Information Security/Cyber Liability Insurance: .....	10
8.7	Commercial Crime Insurance: .....	11
8.8	Fiduciary Liability Insurance: .....	11
8.9	Performance and Payment Bond: .....	12
9.	CONTRACTOR RESPONSIBILITY .....	13
10.	INDEMNITY .....	14
11.	PRESS RELEASES .....	16
12.	OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS .....	16
13.	PERMITS, LICENSES, ETC .....	18
14.	NONDISCRIMINATION .....	18
15.	NOTIFICATION OF CONVICTION OF CRIMES .....	18
16.	COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY .....	18
17.	ASSIGNMENT AND REMOVAL OF KEY PERSONNEL .....	19
18.	SUBLETTING AND ASSIGNMENT .....	19
19.	DISPUTES .....	20
20.	OTHER SEVERABILITY .....	20
21.	INTEGRATION .....	21
22.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT .....	21
23.	APPLICABLE LAW; VENUE .....	22
24.	RELATIONSHIPS .....	22
25.	INTERPRETATION .....	22
26.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....	23
27.	SURVIVAL OF EXPIRATION OR TERMINATION .....	23
28.	OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT .....	23
29.	INSPECTOR GENERAL .....	24
30.	E-VERIFY .....	24
31.	APPROPRIATION OF FUNDS .....	24
32.	NOTICE TO THE PARTIES .....	24
33.	EXHIBITS .....	25

**Contract No. 001423**

This Contract is made this 13<sup>th</sup> day of December 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Precision Contracting Services, Inc. a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 15834 Guild Court, Jupiter, FL. 33478, hereinafter "the CONTRACTOR."

**WITNESSETH:**

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

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Maintenance of Fiber Optic Network Infrastructure under Contract No. 001423, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

**WHEREAS**, on or about September 24, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

**WHEREAS**, CONTRACTOR was the successful sole qualified firm that responded to the Request for Proposals and was ultimately selected; **and**

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

## **1. SERVICES TO BE PROVIDED**

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

The services to be provided under this Contract include performing revisions to the scope of services as detailed in the Addendum to the Scope of Services attached as Exhibit "A1" and incorporated by reference as though set forth fully herein.

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

## **2. TERM AND NOTICE**

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work

performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

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

3.1 The Contract Amount for the Initial Contract Term is \$729,050.00

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

### **4. AUDIT AND EXAMINATION OF RECORDS**

4.1 Definition of Records:

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

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

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

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

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

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

**5. PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com), and 4974 ORL Tower Road, Orlando, FL. 32807.**

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

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



agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

#### **6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

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

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

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

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

#### **7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

#### **8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and

all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

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

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Professional Liability:

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

8.6 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR’s obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

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

#### 8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

## **9. CONTRACTOR RESPONSIBILITY**

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

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

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

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

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought



about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

## **10. INDEMNITY**

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

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

or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.7 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **11. PRESS RELEASES**

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

## **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

**13. PERMITS, LICENSES, ETC.**

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

**14. NONDISCRIMINATION**

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

**15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

**16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion,

sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

#### **18. SUBLETTING AND ASSIGNMENT**

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract

or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

## **19. DISPUTES**

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

## **20. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as



close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **21. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

## **22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

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

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

**23. APPLICABLE LAW; VENUE**

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

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

**24. RELATIONSHIPS**

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

**25. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the

meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

**26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

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

**27. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

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

**28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

**29. INSPECTOR GENERAL**

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

**30. E-VERIFY**

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

**31. APPROPRIATION OF FUNDS**

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

**32. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR: Precision Contracting Services, Inc.  
15834 Guild Court  
Jupiter, FL. 33478  
Attn: Cindy Boyd, President

Precision Contracting Services, Inc.  
15834 Guild Court  
Jupiter, FL. 33478  
Attn: Bruce Boyd, Director

### **33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services  
Exhibit "A1" Addendum to the Scope of Services (Addendum No. 2)  
Exhibit "B" Method of Compensation  
Exhibit "C" Potential Conflict Disclosure Form  
Exhibit "D" Price Proposal

[ SIGNATURES TO FOLLOW ]

Contract No. 001423

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

ACCEPTED AND AGREED TO BY:

PRECISION CONTRACTING SERVICES, INC.

By:   
Title President

ATTEST:  (Seal)

DATE: 12/17/18

34. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

Print Name: Aneth Williams

Date: 1/16/19

18 DEC 17 PM 0:19

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

  
General Counsel for CFX

**Exhibit A**  
**SCOPE OF SERVICES**



## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>2</b>
1.1	PROJECT BACKGROUND .....	2
1.2	SUMMARY OF RESPONSIBILITY .....	4
1.3	FUTURE EXPANSION OF FIBER OPTIC NETWORK AND INFRASTRUCTURE .....	4
<b>2.0</b>	<b>PERFORMANCE MONITORING &amp; NETWORK ADMINISTRATION .....</b>	<b>5</b>
2.1	REMOTE MONITORING – ALL LOCATIONS (24x7x365) .....	5
2.2	NETWORK TROUBLESHOOTING .....	5
<b>3.0</b>	<b>INSIDE PLANT (ISP).....</b>	<b>6</b>
3.1	INSIDE PLANT MAINTENANCE AND BREAK / FIX REPAIR WORK.....	6
3.1.1	<i>Break / Fix.....</i>	6
3.1.2	<i>Emergency Maintenance Work .....</i>	7
3.1.3	<i>Non-Emergency Maintenance Work – 24 Hour Response and Repair Labor.....</i>	7
3.1.4	<i>Existing Support Agreement – Extreme Networks.....</i>	7
3.2	LAYER 3 SWITCH EQUIPMENT.....	8
3.2.1	<i>Extreme Networks Black Diamond 8810 and 8806 Core Switch .....</i>	8
3.2.2	<i>Summit X460 Aggregation Switch.....</i>	8
3.2.3	<i>Summit X460-48T Top of Rack Switch.....</i>	9
3.3	CONFIGURATION MANAGEMENT .....	9
3.3.1	<i>Configuration &amp; System Administration .....</i>	10
3.3.2	<i>NetSight Network Management.....</i>	10
<b>4.0</b>	<b>OUTSIDE PLANT .....</b>	<b>10</b>
4.1	DESCRIPTION .....	10
4.1.1	<i>Conduit System.....</i>	10
4.1.2	<i>Tone Wire.....</i>	11
4.1.3	<i>Backbone Fiber Optic Cable and Patch Panels.....</i>	11
4.1.4	<i>Manholes and Pullboxes .....</i>	11
4.2	OUTSIDE PLANT MAINTENANCE AND REPAIR WORK.....	12
4.2.1	<i>Emergency Restoration .....</i>	12
4.2.2	<i>Permanent Restoration.....</i>	13
4.2.3	<i>Fiber Optic Cable Testing Requirements.....</i>	13
<b>5.0</b>	<b>MOVES/ADDS/CHANGES (MAC) WORK ORDERS.....</b>	<b>14</b>
<b>6.0</b>	<b>SPARES AND MATERIALS.....</b>	<b>14</b>
<b>7.0</b>	<b>PROJECT ADMINISTRATION .....</b>	<b>15</b>
7.1	PROJECT MEETINGS .....	16
7.2	PROJECT RECORDS.....	16
7.2.1	<i>Monthly Reports .....</i>	16
7.2.2	<i>Monthly Invoices .....</i>	16
7.2.3	<i>Quarterly Reports.....</i>	16
<b>8.0</b>	<b>CONTRACTOR REQUIREMENTS AND QUALIFICATIONS.....</b>	<b>17</b>
8.1	GENERAL REQUIREMENTS .....	17
8.2	TECHNICIAN QUALIFICATIONS .....	18
8.2.1	<i>Outside Plant Fiber Technician .....</i>	18
8.2.2	<i>Inside Plant Switch Technician .....</i>	18
8.3	SECURITY REQUIREMENTS & ACCESS TO CFX FACILITIES.....	19
8.3.1	<i>Security .....</i>	19

8.3.2 Access Control .....	19
8.3.3 FDOT RTMC Security Procedures .....	20
<b>9.0 CFX RESPONSIBILITIES .....</b>	<b>21</b>
<b>10.0 COMPENSATION .....</b>	<b>21</b>
<b>11.0 DURATION OF AGREEMENT AND RENEWAL OPTION.....</b>	<b>21</b>
<b>12.0 ADDITIONAL SERVICES.....</b>	<b>22</b>
<b>13.0 APPENDIX A-H</b>	

## 1.0 Introduction

The Central Florida Expressway Authority, hereinafter referred to as “CFX,” requires the maintenance services of a qualified firm, hereinafter referred to as the “Contractor,” to ensure the operation of CFX’s Fiber Optic Network, hereinafter referred to as the “FON.” CFX’s Manager of Traffic Operations, or designated representative, will administer the terms and conditions of the Contract.

### 1.1 Project Background

The Central Florida Expressway Authority has a private telecommunication network consisting of Gigabit, 10-Gigabit and 40-Gigabit Ethernet equipment operating in a ring and point to point configuration over a CFX-owned fiber optic cable plant. This private network shall be referred to as the Fiber Optic Network (FON). CFX currently operates seven (7) Gigabit Ethernet Rings and two (2) 40-Gigabit Ethernet Rings.

The FON is composed of two distinct elements. The first element is the fiber optic cable and conduit plant and shall be referred to as FON outside plant (OSP); the second element is the networking hardware and fiber terminations housed inside CFX buildings which shall be referred to as FON inside plant (ISP). The FON OSP includes (without limitation) buried single-mode fiber cable installed in HDPE conduit. The FON OSP extends the length of SR 408 (Holland East-West Expressway), and CFX’s portions of the SR 528 (Beachline Expressway), SR 429 (Western Beltway and Wekiva Parkway), SR 417 (Central Florida GreeneWay), SR 451, SR 453 and SR 414 (John Land Apopka Expressway) for approximately 120 centerline miles (See Figure 1). The FON ISP includes (without limitation) Layer 3 Gigabit Ethernet Core switches, Layer 3 Gigabit Ethernet Aggregation switches, Layer 3 Gigabit Ethernet Edge switches, Layer 2 Gigabit Ethernet Edge switches and firewalls and fiber optic patch panels.

The FON serves CFX’s immediate and long-term telecommunications needs for data, voice and video transmission, supporting present and future ITS applications. The FON provides for all of CFX’s data communication needs in relation to the operation of CFX’s Electronic Toll & Traffic Management (ETTM) System. The ETTM consists of an electronic toll collection system operating at 23 mainline toll plazas and 74 ramp toll plazas. The FON also services CFX’s voice communication needs associated with 22 mainline toll and 74 ramp toll plazas using Voice over Internet Protocol (VoIP) gateways connected through CFX’s backbone Gigabit Ethernet communications network to a PBX located at CFX Headquarters.

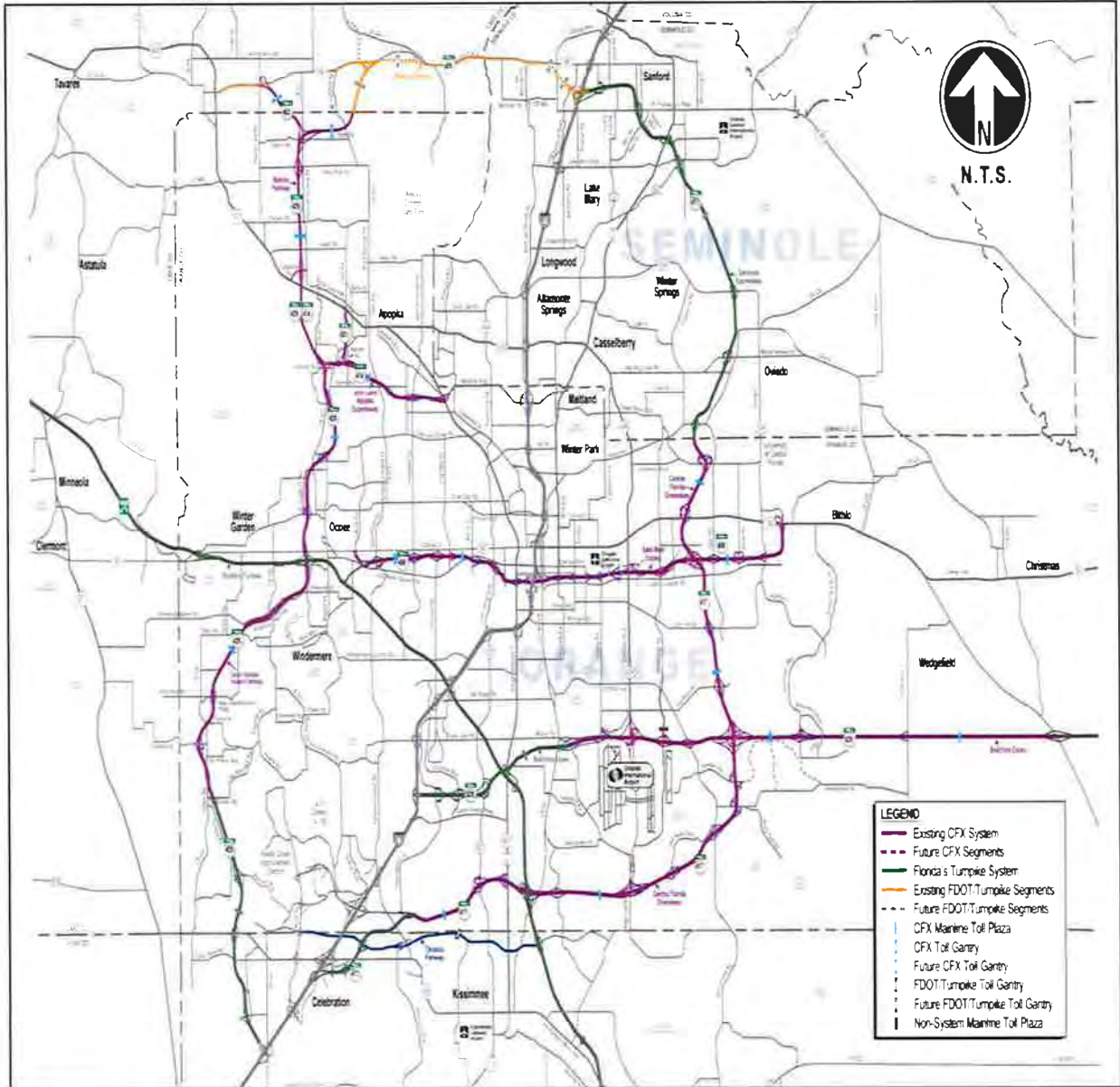


FIGURE 1: CFX Expressway Map

## **1.2 Summary of Responsibility**

The FON Operations & Maintenance (O&M) Contractor shall provide the technical services, including the labor and materials necessary for maintenance, operation, troubleshooting, configuration management and associated activities for CFX's FON system. The Contractor shall coordinate all work with CFX's Manager of Traffic Operations, or his designated representative.

The project shall include (without limitation) the following work elements:

- Network troubleshooting
- Repair labor for Gigabit Ethernet switch equipment
- Response to alarms and trouble tickets received from CFX provided Remote Monitoring Service.
- Field investigation of OSP Issues
- Fiber Restoration
- Equipment installation, integration, and testing
- Equipment procurement
- Cable OSP installation and maintenance
- Documentation compatible with OSP Insight of any changes made to the FON by the contractor.
- Fiber splices and cable inventories in fiber optic manholes, patch panels and pull boxes.

The Contractor shall be required to maintain (without limitation) the following FON system components:

- Equipment Racks
  - Fiber Distribution Panels/Cable Trays
  - Fiber Splice / Termination Enclosures
  - Fiber Connectors
  - Fiber Jumpers - Termination Panels to Ethernet Switch Equipment
  - Protective Fiber Ducting - Equipment to Fiber Termination Panels
  - Gigabit Ethernet Equipment
  - All other FON-related electronic equipment, optical equipment and OSP facilities
- CFX reserves the right to modify the FON at its sole discretion as needed to address the needs such as system expansion, service affecting issues, and coordination with other activities.

## **1.3 Future Expansion of Fiber Optic Network and Infrastructure**

The Contractor shall be required to maintain (without limitation) any additional future expansion of the fiber optic network, infrastructure and incidentals subject to this contract. The Contractor shall furnish sufficient personnel, materials and support necessary to maintain the existing FON system from the execution of this contract as stated in this Scope of Services and shall provide an equal level of service pending future expansion of the FON.

## **2.0 Performance Monitoring & Network Administration**

Performance monitoring is necessary to ensure that issues affecting the integrity of the FON are addressed as quickly as possible. These issues can include fiber optic cable cuts, power outages, equipment failures, etc. It is the Contractor's responsibility to respond to these issues and take appropriate action to resolve the issues once a notification has been received from the CFX Remote Monitoring Service.

### **2.1 Remote Monitoring – All Locations (24x7x365)**

Remote Monitoring Service (RMS) of all locations shall be defined as comprehensive monitoring of the performance of the Core, Aggregation Layer 3 and Edge Gigabit Ethernet Switches. The RMS shall be provided by CFX or its representatives.

Such services shall include (without limitation) the following:

- Monitoring of Extreme Networks Ethernet switches installed at:
  - Mainline Plazas
  - Ramp Plazas
  - CFX Data Center
  - CFX Headquarters
  - FDOT RTMC
- 24x7x365 phone call alarm notification to be sent to the contractor for response.
- 24x7x365 email alarm notification to be sent to the contractor for response.

The Contractor shall acknowledge receipt of the alarm notification within 15 minutes. On-site response shall be provided within the response times specified in Section 3.1.

### **2.2 Network Troubleshooting**

Once an alarm notification has been received by the Contractor, the Contractor shall be responsible for troubleshooting issues involving the Layer 3 backbone network, including all Layer 3 switch (Core, Aggregation, and Edge) issues. See Section 3.0 for additional details on Layer 3 switch equipment. The Contractor may contact Extreme Networks Technical Assistance Center (TAC) on CFX's behalf to assist with diagnosis and resolution of issues if additional troubleshooting support is required.

While TAC may often be required to assist with troubleshoot issues, the Contractor is responsible for staffing technicians who are familiar with the products utilized on CFX's Network.

The Contractor shall provide a Network Engineer or Network System Operations Specialist to provide assistance in optimizing the performance and isolation of hardware and non-hardware related problems. The Contractor's Network Engineer or Operations Specialist shall be duly qualified and certified to work in the networking systems, components and equipment as specified herein.

All staffing that are assigned to provide technical service to the any component of the Network shall provide required certifications and these certifications shall be kept on file with CFX or their designated representative. All certifications shall be kept current for the life of this Contract. If during the life of this Contract CFX incorporates new technology the Contractor shall provide training to their technician prior to that technology being implemented on the Network. See Section 8.2, Technician Qualifications.

### **3.0 Inside Plant (ISP)**

CFX's backbone communications network consists of Gigabit, 10-Gigabit, and 40-Gigabit Ethernet rings. The Gigabit rings form the backbone communications network between the Core switches located at Headquarters and the CFX Data Center at Hiawasse Mainline plaza. In addition to the core network, there are three (3) Gigabit Ethernet rings connecting CFX's Mainline toll plazas and three (3) Gigabit Ethernet rings connecting CFX's ramp toll plazas.

The following protocols are utilized on some or all of the network rings (other protocols that are not listed may still be in use or be used in the future):

- IEEE 802.1Q – VLAN Tagging
- IEEE 802.1X – Network Access Control (RADIUS)
- RFC 2328 – Open Shortest Path First (OSPF)
- RFC 2338 – Virtual Router Redundancy Protocol (VRRP)
- RFC 2362 – Protocol independent Multicast – Sparse mode (PIM-SM)
- RFC 3619 – Ethernet Automatic Protection Switching (EAPS)

The Contractor is responsible for becoming familiar with the network topology and troubleshooting all network issues related to the Core network as well as the Mainline and Ramp plazas.

CFX's Inside Plant infrastructure is contained in secured facilities including the CFX Headquarters Building, CFX Data Center, Mainline Toll Plazas and Ramp Toll Plaza facilities. All of these buildings are considered secured facilities and are accessible by authorized personnel only. The Contractor will be required to submit a request for clearance for specific project staff prior to working on the ISP. Access badges can be assigned to approved staff for the duration of the contract at the discretion of CFX.

### **3.1 Inside Plant Maintenance and Break / Fix Repair Work**

#### **3.1.1 Break / Fix**

Break Fix (B/F) shall be defined as the labor required to complete repair or replacement of specified telecommunications and network devices or related system components. Replacement hardware will be provided under CFX's existing vendor maintenance agreements (See Section 3.1.4, and Appendix A for details).

### 3.1.2 Emergency Maintenance Work

Emergency maintenance work will be required all hours, Monday through Sunday, including Holidays. Emergency maintenance work will typically be required when a device or component of the device results in service affecting failure to critical elements of the FON, or at CFX's discretion. Once a service affecting issue is detected, the Contractor shall dedicate the resources necessary to diagnose the issue within a period not to exceed 2 hours and escalate issues as necessary. The Contractor shall generate a response within 2 hours that includes an appropriate diagnosis of the issue. The Contractor shall arrive onsite no later than 2 hours following diagnosis of a service affecting issue, except in circumstances where replacement hardware is required for equipment covered under CFX's 4-hour advanced hardware replacement agreement with Extreme Networks. In cases where replacement hardware must be acquired from the manufacturer support agreement, the contractor shall have four (4) hours to arrive onsite, which coincides with the time the vendor has to deliver the replacement parts onsite. For information on which locations are covered under the 4-hour advanced hardware replacement support agreements, see Sections 3.1.4, and Appendix A. Emergency work shall be completed by the Contractor within a maximum of 2 hours once a technician has arrived on-site. If the repair, response, or troubleshooting time is expected to exceed this time frame, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions.

If the Contractor fails to meet the required emergency maintenance response and repair time without valid cause, CFX reserves the right to make reductions to the compensation for maintenance/repairs in the amount of \$100.00 per hour for each hour or fraction thereof that exceeds the 6-hour maximum response and repair time.

### 3.1.3 Non-Emergency Maintenance Work – 24 Hour Response and Repair Labor

Non-emergency maintenance work will typically be required when a device or component of the device has failed, but is not service affecting at CFX's discretion. Non-emergency work will be required between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Non-emergency work shall be completed by the Contractor within 24 hours after alarm failure or CFX notification, whichever comes first. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions.

### 3.1.4 Existing Support Agreement – Extreme Networks

Throughout the term of this FON maintenance contract the Contractor will be responsible for performing the troubleshooting of all FON issues. CFX currently has a maintenance agreement with Extreme Networks that provides for a 4-hour or Next Business Day (NBD) response with parts on-site.

The Contractor shall receive the replacement parts and provide the appropriate repair labor as outlined in this Scope of Services. In addition to the 4 hour and NBD replacement parts, CFX will also provide spare parts to be used for repairs.



This existing Extreme Networks maintenance agreement provides coverage as follows:

- Black Diamond 8810 and 8806: 24x7x365 TAC, 4-hour response w/ Parts onsite
- All X460: 24x7x365 TAC, Next Business Day w/ Parts onsite

## **3.2 Layer 3 Switch Equipment**

### **3.2.1 Extreme Networks Black Diamond 8810 and 8806 Core Switch**

Two (2) Black Diamond 8810 and Two (2) Black Diamond 8806 core switches are currently deployed on CFX's FON backbone and ITS networks respectively. The switches are located at Headquarters, and the Hiawassee Data Center. Each Black Diamond is equipped with the following configuration:

- Dual (redundant) 8900-MSM128 management blades
- Up to Three (3) 10 Gig Blades
- One (1) 40-Gig Blade
- Six (6) 110 – 220 VAC PSU
- 48 port copper Blade on 8810's

The Black Diamond core switches function as CFX's core telecommunications and ITS networks.

The Contractor shall provide emergency and non-emergency response repair labor on all components of the Black Diamond Core Gigabit Ethernet switches, including but not limited to the following:

- Black Diamond Core Switch Chassis
- Black Diamond blades
- Power supplies
- Gigabit Ethernet Interface Converter (GBIC)
- Fiber optic patch cords
- Category 5e / 6 unshielded twisted pair (UTP) cable

Locations for the Black Diamond switches can be found in Appendix A.

Compensation for repair labor will be on an hourly basis in accordance with the Method of Compensation.

### **3.2.2 Summit X460 Aggregation Switch**

Summit X460-24T and X460-24X Layer 3 aggregation switches are currently deployed on CFX's FON backbone and ITS feeder systems. The switches are located at the mainline toll plazas throughout the system. Each X460 switch has also been upgraded with a core software license to enable advanced Layer 3 features. All Mainline toll plazas are configured to run, at a minimum, EAPS, OSPF, and PIM-SM. Additional features, such as

VRRP, may also be utilized in the future to provide redundancy for other network devices, such as the default gateway of Layer 2 Ethernet field switches (maintained by others). The Contractor shall be familiar with the configuration of each of these protocols on Extreme Networks switches running the XOS operating system.

The Contractor shall provide emergency and non-emergency response repair labor on all components of the Summit X460 L3 Gigabit Ethernet switches, including but not limited to the following:

- X460 Layer 3 Ethernet Switch
- Power supplies
- Gigabit Ethernet Interface Converter (GBIC)
- Fiber optic patch cords
- Category 5e / 6 unshielded twisted pair (UTP) cable

Each X460 aggregation switch is also equipped with single mode Gigabit Interface Converters (GBICs). The 1 GB and 10 GB GBICs will vary by location to meet optical transmission distance requirements, and range from 20km to 100km.

Locations for the Summit X460 switches can be found in Appendix A.

Compensation for repair labor will be on an hourly basis in accordance with the Method of Compensation.

### **3.2.3 Summit X460-48T Top of Rack Switch**

Summit X460-48t Layer 3 top of rack switches are currently deployed at Headquarters and Data Center. These switches are located in the network equipment racks and are used to provide connectivity to production and backup servers. The Contractor shall provide emergency and non-emergency response repair labor on all components of the Summit X460-48t L3 Gigabit Ethernet switches, including but not limited to the following:

- X460-48t Layer 3 Ethernet Switch
- Power supplies
- Gigabit Ethernet Interface Converter (GBIC)
- Fiber optic patch cords
- Category 6 unshielded twisted pair (UTP) cable

Locations for the Summit X460 switches can be found in Appendix A.

Compensation for repair labor will be on an hourly basis in accordance with the Method of Compensation.

## **3.3 Configuration Management**

It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform the following services. Software development will not be required. The Contractor shall perform the following on an as-needed

basis. Compensation for Configuration Management labor will be on an hourly basis in accordance with the Method of Compensation.

#### **3.3.1 Configuration & System Administration**

The Contractor shall provide software configuration and system administration changes as requested by CFX for the systems described in this Scope of Services. The Contractor shall perform and/or assist CFX in making configuration changes required to support network growth, implementation of new protocols, changes in network addressing schemes, or network upgrades / rearrangements. Examples of potential changes include modifying a user's permissions/priority level, adding new users, updating network topology (physical and logical) maps to reflect modifications to network appliances and circuits, and changing alarm notification settings.

The Contractor shall perform a backup of all configuration files before any configuration changes are made to any network appliance (switch or firewall) running in a live environment. The Contractor shall maintain current electronic back-up copies of all device configurations.

#### **3.3.2 NetSight Network Management**

CFX currently owns a dedicated server running Extreme Networks NetSight Network Management Software. The Contractor will have on-site access to CFX's NetSight software to assist with troubleshooting of network issues. The NetSight software may also be utilized to make configuration changes, as required.

## **4.0 Outside Plant**

### **4.1 Description**

In order to ensure FON survivability, CFX has installed fiber optic conduit on both sides of all major expressways within CFX's Right of Way (ROW). The standard conduit bank contains eight (8) – 1" or (9) – 1" HDPE conduits. There are also portions of expressways where a conduit is leased to a third party. In these areas, the conduit bank contains seven (7) – 1" HDPE conduits and a single 2" conduit to allow for installation of larger fiber optic cables. The Contractor is responsible for repair of all conduits and tone wire, and it is the Contractor's responsibility to ensure sufficient spare quantities are available to meet the response times outlined in this scope of services.

The Contractor shall take digital photos prior to and after all repairs. The Contractor shall provide these photos with the repair documentation.

#### **4.1.1 Conduit System**

The Contractor shall use unsheathed bundles of high-density polyethylene (HDPE) communication conduits for general repairs. The work may also include sections of HDPE conduit bundles encased with outer duct (PVC, bullet-resistant fiberglass, black steel pipe) or cast-in-place concrete for extra mechanical protection.

All conduit repairs shall use the same materials present prior to the repair request. See CFX Specification 638 (Appendix E) for details on acceptable types of conduit.

Under special circumstances, CFX may direct the contractor to perform locates on the existing FON infrastructure. Locate equipment will be provided to the Contractor to perform this task. CFX will forward Sunshine 811 tickets to the contractor to perform locates. Compensation for locate labor will be on an hourly basis and utilize the Field Locate / Data Collection pay item in accordance with the Method of Compensation

CFX utilizes the OSPInsight software to track fiber utilization and the FON conduit duct bank installed throughout the system. OSPInsight is Geographic Information System (GIS) based software which utilizes graphical mapping to provide location of the FON infrastructure. The contractor may be tasked to Geo-locate existing or new FON infrastructure installed on the system. Data collected for the Geo-locate shall be in accordance with Appendix H Geolocation and Documentation of Equipment and Infrastructure. Compensation for Geo-locate labor will be on an hourly basis and utilize the Field Locate / Data Collection pay item in accordance with the Method of Compensation

All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.

#### 4.1.2 Tone Wire

The Contractor shall have a technician available to troubleshoot and repair the tone wire as needed. Tone wire repairs shall be performed as non-emergency work as described in this Scope of Services.

The Contractor shall be capable of troubleshooting and finding faults in the tone wire for all necessary repairs. The Contractor shall also provide associated field equipment (e.g., backhoes, etc) to complete the repair work.

See CFX Specification 638 (Appendix E) for Tone Wire requirements.

#### 4.1.3 Backbone Fiber Optic Cable and Patch Panels

The fiber optic backbone consists of a 72-strand Corning ALTOS® single mode fiber optic cable installed on both sides of CFX Right-of-Way on SR408, SR417, SR429, SR 414, SR 451, SR453 and SR528. The 72-strand cable is terminated in 72 port patch panels at CFX Headquarters, CFX Data Center and all Mainline plazas.

The Contractor shall perform emergency and permanent repairs to all fiber optic cables. The cables include backbone and feeder cables (72-count) and drop cables (6 or 12-count)

See CFX Specification 633 (Appendix B) and 683 (Appendix G) for fiber optic cable and patch panel requirements.

#### 4.1.4 Manholes and Pullboxes

The Contractor shall be required to make periodic repairs to damaged manholes and pullboxes.

See CFX Specification 635 (Appendix C) & 636 (Appendix D) for manhole and pullbox requirements.

## **4.2 Outside Plant Maintenance and Repair Work**

Except for emergency maintenance work, no work will be permitted on the following holidays unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from CFX: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. No ramp closures will be permitted. During these periods, the Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the maintenance of traffic requirements.

### **4.2.1 Emergency Restoration**

- Emergency maintenance work will typically be required when a device or component of the device results in service affecting failures to critical elements of the System, or at CFX's discretion. Emergency work will be required all hours, Monday through Sunday, including Holidays. The Contractor shall arrive on site within two (2) hours of alarm notification or CFX notification of an emergency. Emergency work shall be completed by the Contractor within six (6) hours once a technician has arrived on-site. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions.
- If the Contractor fails to meet the required emergency maintenance response and repair time, CFX reserves the right to make reductions to the compensation for maintenance/repairs in the amount of \$100.00 per hour for each hour or fraction thereof that exceeds the 8-hour maximum response and repair time. If there is excessive damage that requires additional time to repair, it is the Contractor's responsibility to notify CFX immediately to request a time extension.
- During an emergency call out the Contractor shall implement an Emergency Service Restoration repair to the damaged portion of the network OSP, that may include (without limitation) optical fiber, conduit and encasement, and/or other appurtenances. Such OSP repairs shall use a buried splice enclosure. Any Emergency Service Restoration repair shall be performed according to the cable, conduit and splice enclosure specifications provided in APPENDIX B, C, D, and E.
- The Contractor shall provide billable emergency call out services for repair and restoration of the FON OSP facilities in case of a cut or other damage to the system. The Contractor shall also be responsible for testing and trouble identification. Compensation for Emergency Restoration will be on an hourly basis in accordance with the Method of Compensation. Major components of emergency restoration include, but are not limited to:

- Pulling slack from existing manholes / pullboxes to allow for a temporary splice enclosure.
- Provide 72-strand fiber optic cable in the event sufficient cable slack is not available.
- Supply a temporary splice enclosure.
- Splice all damaged fibers, including dark fibers in a temporary splice enclosure.
- All incidental equipment, which is necessary to complete the repair, but not specified herein shall be provided by the Contractor as necessary to provide a complete and functional repair.

Payment for emergency restoration will be made on an hourly basis as outlined in the Method of Compensation.

#### 4.2.2 Permanent Restoration

- Permanent restoration includes follow-on repairs intended to provide long-term restoration to the OSP where previous Primary Service Restoration repairs have been made for an interim period. CFX has allocated funds under this contract for permanent repairs of the FON that can be authorized via work order process. If the cost of repairs exceeds the amount allocated under this contract, or at CFX's discretion, the Contractor shall provide such permanent repairs via a negotiated Supplemental Agreement.
- Permanent repairs may include (without limitation) optical fiber, conduit, splices, couplings, encasement, tone wire, manholes and/or other appurtenances. All permanent repairs shall be done in accordance with engineered drawings or direction supplied by CFX, or engineering drawings produced by the Contractor subject to CFX approval.
- At the discretion of CFX, the Contractor shall install a new fiber optic cable from the closest butt-end splice point downstream of the damaged area to the closest fiber optic manhole upstream of the damaged area in accordance with all installation requirements.

#### 4.2.3 Fiber Optic Cable Testing Requirements

- The Contractor shall prepare and submit all test procedures, setup parameters including test jumper length and loss, and data forms for the tests to CFX for approval. The Contractor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests.
- The Contractor shall maintain records of all testing including measurements made. These records shall be provided to CFX with the monthly pay request.
- See CFX's Fiber Cable Specification Section 633 (Appendix B) for fiber optic cable and OTDR testing requirements.
  - For areas where bi-directional OTDR testing is not practical, such as where no fiber optic terminations are present in a reasonable distance, CFX, at its discretion, may allow the contractor to submit splice results from a CFX approved fusion splicer.

## **5.0 Moves/Adds/Changes (MAC) Work Orders**

Additional work assigned to the Contractor will be accomplished through a work order process (up to the limits of a work order allowance established in the Method of Compensation).

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the default terms of the Contract.

All work locations will be described with geographical or landmark reference points.

Should inclement weather limit or stop the Contractor from working, CFX shall be notified of work stoppage.

No work shall commence on subsequent Work Orders until the satisfactory completion or progress of previously issued assignments has been confirmed. The only exception to this occasion is when the Director of Expressway Operations determines that such other work is in the best interest of CFX and should be expedited.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the specifications. The certification shall be accomplished by signing and returning the work order.

Upon completion of the assigned work, the Contractor shall notify CFX and certify that the work is completed. All work completed will be reviewed by CFX, or designated representative, to verify quantity and quality prior to approving the payment for the Work Order.

Acceptable work quality will be determined by CFX, or its designated representative. 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.

All labor and materials required to facilitate repairs will be in accordance with the rates established in the Method of Compensation.

## **6.0 Spares and Materials**

The spare parts inventory furnished by CFX to the Contractor shall consist of the parts shown in Appendix A. All spare parts supplied by CFX shall remain the sole property of CFX and shall be returned to CFX upon termination of this agreement. These quantities shall be provided to the Contractor by CFX within 15 calendar days of Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

A material allowance is allocated to this contract to cover costs and expenses of FON improvements and repairs. It is the Contractor's responsibility to request authorization to purchase additional spares if current stock is not sufficient to satisfy the requirements outlined in



this Scope of Services. Lack of spares is not a valid reason for failure of the Contractor to provide the response times outlined in this Scope of Services.

Under special circumstances, CFX may require contractor to provide specified equipment or material (outside of any required incidental equipment/materials) temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or equipment for approval. Costs for the rental/temporary equipment will be paid under the Material allowance pay items and in accordance with the Method of Compensation.

The Contractor shall be responsible for housing all spare parts. The Contractor shall store the spares in a climate-controlled facility until needed. Compensation for housing the spare parts inventory shall be incidental to the Project Administration pay item.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair costs. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify CFX. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. CFX shall be notified and copied on all correspondence.

The Contractor shall return to CFX any hardware, software, patches, or upgrades paid for by CFX upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test equipment required to perform this Scope of Services. The Contractor shall, on a monthly basis, review spares utilization and shall recommend adjustments to inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide CFX with a complete and updated inventory in writing and on a compact disk (CD) on a monthly basis. The Contractor shall submit the format of the inventory to CFX for review and approval prior to its use by the Contractor.

Where a failure has occurred, and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide CFX with information, in writing, related to why an appropriate spare was not available.

## **7.0 Project Administration**

The Contractor shall provide management supervision over all assigned maintenance activities and shall provide quality assurance for all maintenance activity conducted by its staff as well as all contract documentation.

The Contractor shall provide a single point of contact at a management level to CFX including name, address, email address, and telephone numbers for contact (including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification of CFX.

## **7.1 Project Meetings**

The Contractor's project manager shall attend monthly progress meetings with CFX to discuss project activities, review quality of service and any required improvement in quality of service deemed necessary by CFX. The Contractor's ISP and OSP technical leads shall attend the monthly meetings.

Additional Meetings may also be required on an as-needed basis to perform the activities outlined in this Scope of Services.

## **7.2 Project Records**

The Contractor shall maintain accurate records of all maintenance activity and correspondence with CFX. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be backed up electronically and made available to CFX upon request.

### **7.2.1 Monthly Reports**

The Contractor shall provide monthly reports summarizing responses to monitoring alarms for each device. This report shall include, at a minimum: device location, device type, date, time, alarm, and alarm resolution.

The Contractor shall keep records of all maintenance activity including date/time, location, equipment make/model/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material. The maintenance records shall be provided to CFX at the time of monthly billing. These records shall be delivered electronically in a custom report format subject to CFX approval.

### **7.2.2 Monthly Invoices**

Invoices shall be submitted on a monthly basis for work completed prior to the invoice cut-off date, typically the last day of the previous month. See the Method of Compensation for details on submission of monthly invoices.

### **7.2.3 Quarterly Reports**

The Contractor shall periodically analyze failure statistics to determine the failure rate of a specific device at a location or at all locations. Should a specific electronic unit have a high failure rate, CFX shall be notified. Failure rate statistics shall be provided to CFX on a Quarterly basis.

The Contractor shall provide usage and traffic statistics to measure network traffic, bandwidth, CPU and memory utilization of the specified equipment. The Contractor shall also provide exception reports that identify conditions such as excessive errors, drops and interface errors. Usage and Traffic statistics reports shall be provided to CFX on a Quarterly basis.

All costs associated with project administration including but not limited to: Attendance of meetings, conference calls, monthly and quarterly reports, inventory control and housing

(see section 6.0) and general project management shall be incidental to the Project Administration pay item.

## **8.0 Contractor Requirements and Qualifications**

### **8.1 General Requirements**

General requirements for all services are as follows:

- All work performed by the Contractor is subject to review and acceptance by CFX's Manager of Traffic Operations or his designated representative.
- The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services.
- The Contractor shall be familiar with roadway and utility construction practices common in the Central Florida area.
- The Contractor shall follow Occupational Safety and Health Administration (OSHA) Confined Space Entry rules and regulations.
- The Contractor shall follow Maintenance of Traffic Guidelines outlined in the latest edition of the Florida Department of Transportation Standard Plans for Road Construction. Any deviations from the standards shall require certified MOT plans submitted for CFX review and approval.
- The Contractor shall obtain certification that specific maintenance personnel assigned to maintain CFX's equipment have been appropriately trained by the manufacturer and are qualified to provide trouble shooting and corrective action. Level of repair (black box replacement, circuit card replacement, etc.) and training shall be identified on the certification. Certification shall also state that repair of manufacturer's equipment at the level authorized on the certification will not breach any warranty still in effect related to the product. Where the Contractor's maintenance technician does not have certification for maintenance from the equipment manufacturer and the warranty is voided by his maintenance activity, the Contractor will be responsible for the cost to furnish and install any equipment with voided warranties. The Contractor shall provide copies of all required certifications to CFX prior to NTP or as stated in the contract documents.
- The Contractor's maintenance technician shall be trained in the use of appropriate test equipment, trouble shooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics; appropriately interconnecting connectors, replacing any strain relief devices disconnected and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner using available cable management.
- The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify CFX and execute corrective action upon CFX

direction and approval. Detection of grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment cases causing a potential safety hazard to personnel and equipment. National Electric Code requires all chassis/cases/front panels/racks/cabinets be a common ground potential.

- Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all equipment unit cooling provisions are properly functioning, the Contractor shall notify CFX of the environmental compatibility problem.
- The Contractor shall provide close coordination with CFX related to any preventive or corrective maintenance that may impede operation of the system.
- The Contractor shall coordinate with any other contractor responsible for other elements of the System, such as the ITS Maintenance Contractor (who is responsible for the ITS Device Electronic Components, Layer 2 Gigabit Ethernet Field Switches, and other communications network elements) and toll operations.
- Disposition of materials no longer capable of being repaired: The Contractor shall dispose of all materials removed from the system that are no longer considered to be repairable. The Contractor shall document the reason that the material is considered to be un-repairable and follow CFX procedures for disposal.

## **8.2 Technician Qualifications**

### **8.2.1 Outside Plant Fiber Technician**

Prior to beginning any formal testing using an Optical Time Domain Reflectometer (OTDR), the Contractor shall certify that each technician has received complete training in the proper use of the OTDR by a factory representative from the OTDR manufacturer. In addition, all OTDR shall have had a factory calibration within one year of testing. The OTDR settings used shall be consistent between different test personnel and shall be optimized to the test being performed. For example, the vertical scale and distance range settings on the OTDR shall be set such that the trace fills most of the window. The Contractor shall submit the names of the trainees, dates trained, and the name(s) and contact number for the instructor(s) within 15 days of Notice to Proceed and annually thereafter.

### **8.2.2 Inside Plant Switch Technician**

Troubleshooting of the FON Inside Plant equipment is essential to perform this Scope of Services. As such, the Contractor shall staff, or have available as a subcontractor, a minimum of one (1) certified Extreme Certified Specialist (ECS) by Notice to Proceed. In addition, all essential network technicians shall possess a minimum of an ENA certification prior to logging into any Extreme Networks switches. A minimum of one (1) Sr. Network Technician shall possess an Extreme Certified Network Associate (ECNA) certification within six (6) months after NTP is issued. The Contractor shall submit the names and ENA / ENS certification numbers of all Extreme Networks trained staff to CFX.

### **8.3 Security Requirements & Access to CFX Facilities**

#### **8.3.1 Security**

- The Contractor shall comply with the requirements of CFX's Contractor Security Policy attached as Appendix F. CFX reserves the right to update the Security Policy at its discretion, and the latest version of the policy will be in effect throughout the term of this contract.
- The Contractor shall perform a background check on all maintenance staff that will access CFX facilities or the CFX network equipment to assure that they have no criminal background. Documentation shall be provided prior to Notice to Proceed, upon hiring of any new staff, and at annual recertification cycles. Compensation for annual re-certifications will be incidental to the Project Administration pay item.
- The Contractor is responsible for monitoring all employees' security status and shall provide immediate notification of any status change to CFX.
- The Contractor shall also provide CFX with a list of employees who will require access to any CFX facilities and update the list immediately upon any change.
- The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by CFX) so as to be easily identified by CFX's staff.
- The Contractor shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the FON posed by Contractor personnel or the actions thereof. The Contractor shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the FON directly attributed to Contractor personnel.

#### **8.3.2 Access Control**

- The Contractor shall provide advance notice to CFX when access is needed to any facility as well as the names of the Contractor personnel requiring access.
- CFX will provide appropriate access and specific authorization for Contractor personnel to System resources and CFX facilities required to fulfill the terms of the Contract. CFX will issue the access control items (i.e., identification badges, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to CFX's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel. In order to effectively manage access control, the Contractor shall provide essential dedicated staff for the project.
- The access control items shall remain CFX property at all times and must be returned to CFX when requested, or when Contractor personnel no longer have a specific contractual need. CFX may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect CFX or its assets. CFX will provide escorted access for Contractor personnel as necessary.

- The Contractor's shall take actions necessary to assure that its maintenance technicians re-lock any hard-keyed locks after conducting maintenance activities.

### 8.3.3 FDOT RTMC Security Procedures

The Contractor will be required to follow the Florida Department of Transportation (FDOT) security clearance procedures in order to access FDOT's Regional Traffic Management Center. Security clearance must be obtained before any access will be granted.

For all employees requiring RTMC access, the Contractor must submit the required information for a background check to be conducted by the Florida Highway Patrol (FHP) and the State of Florida Joint Task Force for Law Enforcement Communications State Law Enforcement Radio System (SLERS). All employees shall have fingerprints scanned electronically for background checks. The procedure for electronic fingerprinting scans and the associated forms required for each employee is included in Appendix F. Any employee can be denied access due to the following Security Clearance Denial Reasons:

1. The applicant has been convicted of a felony offense.
2. The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
3. The applicant has been convicted of a misdemeanor offense involving any type of theft, violence or drug offenses within the past three years.
4. The applicant's driver license is currently suspended or revoked for any reason.
5. The applicant has been convicted of a crime involving domestic violence or threats.
6. The applicant has been arrested for any charge involving resisting arrest, battery or assault on a law enforcement officer.
7. The applicant is wanted for any criminal offense.
8. The applicant is illegally residing in or is not approved to work in the United States.
9. The identification of adverse intelligence information of the applicant.
10. At the discretion of the Security Manager based on any other adverse information regarding the applicant.

The security process for each employee requiring access is summarized as follows:

1. The employee shall establish an appointment for electronic fingerprinting via OASIS (Online Appointment Service and Information System). It is important to follow the steps outlined in Appendix F in order to establish the appointment in the correct category and to avoid additional fees.
2. Prior to the appointment, the employee shall fill out all of the background documentation forms included in Appendix F. Note that some forms will need to be notarized.
3. The employee shall bring all completed background check forms to the electronic fingerprinting appointment.
4. After the appointment, all completed background check forms shall be provided to FDOT's Security Clearance manager. FDOT's Security Clearance manager will

forward all documentation to FHP in Tallahassee for approval. If approved, FHP will notify FDOT's Security Clearance Manager.

A periodic check of employee's security status may be conducted by FHP and FDOT at their sole discretion. Any costs associated with the FDOT security check is considered incidental to the Project Administration pay item.

## **9.0 CFX Responsibilities**

CFX's Manager of Traffic Operations, or designated representative, will administer the terms and conditions of the Contract.

CFX will familiarize the Contractor with its facilities and provide available "As-Built" or construction documentation.

CFX will provide Network Monitoring Services for the FON.

The Contractor shall be responsible for working with any other maintenance contractor to isolate the cause of FON problems and to take corrective action. Specific isolation of the problem will be the responsibility of the Contractor.

CFX will provide the Contractor with all available information concerning warranties in force for various products. When a product under a manufacturer repair agreement fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify CFX in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

## **10.0 Compensation**

Compensation to the Contractor will be in accordance with the Method of Compensation.

## **11.0 Duration of Agreement and Renewal Option**

The initial term of the Contract shall be for five (5) years with an option to renew for five (5) additional one (1) year periods. The work under this Contract shall commence upon written notice from CFX's Manager of Traffic Operations. The option to renew may be exercised at the discretion and election of CFX, upon which CFX would provide written notice of its exercise to the Contractor. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that CFX agrees to revisions proposed by the Contractor, such revisions will be



incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

## **12.0 Additional Services**

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

The Contractor may be requested to provide services for the installation of new OSP, which may include conduit, fiber optic cable, manholes, tone wires, pull boxes and route markers according to an engineered design plan. If authorized, these services will be provided via a Supplemental Agreement to the contract in accordance with the rates established in the Method of Compensation. All cable fusion splicing, cable management, and other outside plant activities shall be performed in accordance with the current requirements and practices of the latest version of each of the following:


- CFX Specifications
- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards.
- Applicable Bicsi Standards
- Corning recommended practices
- Manual of Uniform Traffic Control Devices (MUTCD).
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations.

**CONSENT AGENDA ITEM  
#17**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: January 16, 2024

SUBJECT: Approval of Task Order No. 1 with University of Central Florida Board of Trustees under Master Interlocal Agreement  
Contract No. 002017


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Board approval of Task Order No. 1 with the University of Central Florida Board of Trustees in a not-to-exceed amount of \$125,826.00 for Evaluation of Internally Illuminated Raised Pavement Markers at Exit Ramps and Exit Ramp Improvements to Reduce Wrong Way Driving on the CFX System is requested.

This twenty-seven (27) month study includes collecting data to understand the impacts of internally illuminated raised pavement markers installed to reduce wrong way driving on exit ramps. In addition, the study will evaluate other safety improvements implemented by CFX on exit ramp and arterial roads to help understand the effectiveness of those applications.

This contract is included in the OM&A Budget.

Reviewed by:

  
Bryan Homayouni, PE  
Director of Intelligent Transportation Systems

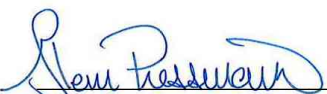
  
Glenn Pressimone, PE

EXHIBIT A:

TASK ORDER No. 1  
Under  
Master Agreement - Contract No. 002017

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 June, 12, 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 \$125,826.00 (“Fixed Price Amount”) for the work. UNIVERSITY shall invoice CFX according to the payment schedule below:

PAYMENT SCHEDULE

Payment Due Date	Amount	Deliverable
1st six month	\$31,456.00	
2nd six month	\$31,456.00	
3rd six month	\$31,457.00	
End of project	\$31,457.00	
<b>Total:</b>	\$128,826.00	

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
- (c) Description of work; and
- (d) Cost incurred and allowable under the Agreement.

Invoices shall be submitted electronically to:

[Billing@cfxway.com](mailto: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

- 3. Period of Performance: February 8, 2024 - May 7, 2026
- 4. Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:
- 5. Title to Equipment:

**COMPANY**

**Technical Matters**

Name: Bryan Homayouni, PE  
Title: Dir. of Intelligent Transportation Systems  
Address:  
4974 Orl Tower Road  
Orlando, FL 32807

Phone: 407-690-5333  
Email: Bryan.Homayouni@cfxway.com

**Legal**

Name:  
Title:  
Address:

Phone:  
Fax:  
Email:

**UCF**

**Technical Matters**

Name: Dr. Haitham Al-Deek, Ph.D., PE  
Title: Principal Investigator  
Address:  
University of Central Florida  
Orlando, FL 32816-2450

Phone: 321-695-7664  
Email: Haitham.Al-Deek@ucf.edu

**Contractual Matters**

Name:  
Title:  
Address:

Phone:  
Fax:  
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:  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

**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, Florida Statutes, 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, Florida Statutes, 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. **Recitals.** The above recitals are true and correct and are incorporated herein as fully as if set forth hereafter.
2. **Term.** 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. **Task Orders.** 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. **Indirect Costs.** 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  
Email: [Bryan.Homayouni@cfxway.com](mailto:Bryan.Homayouni@cfxway.com)

With a copy to:

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

UNIVERSITY

Technical:

Shall be provided in each Task Order.

Contractual:

Aaron Davis and Contracts Office  
University of Central Florida  
Office of Research  
12201 Research Parkway, Suite 501  
Orlando, FL 32826-3246  
Phone: (407) 823-3969  
Fax: (407) 823-3299  
e-mail: [aaron.davis@ucf.edu](mailto:aaron.davis@ucf.edu) and [ospcontracts@ucf.edu](mailto: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. **Public Records.** Both parties and any subconsultants to this Agreement shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, 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. **Assumption of Risk and Limitation of Damages.** 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. **Termination.** 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. **Publication.** 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.

13. **Ownership of Deliverables.** Except for ownership of Intellectual Property (hereinafter 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. **Intellectual Property.** 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. **Confidential Information.** 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. **Title to Equipment.** Equipment purchased under this Agreement vests with Party specified under the applicable Task Order.



17. **Dispute Resolution.** 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. **Waiver.** 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. **Force Majeure.** 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. **Independent Contractor.** 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. **Severability.** 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. **Counterparts.** 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. **Entire Agreement.** 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** Digitally signed by Aneth Williams  
Date: 2023.06.12 16:32:19 -04'00'  
Aneth Williams, Director of Procurement

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: **Laura Newlin Kelly** Digitally signed by Laura Newlin Kelly  
Date: 2023.06.12 16:29:02 -04'00'  
Diego “Woody” Rodriguez  
General Counsel

Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), and additional requirements specified in this document. Except to the extent consistent with the specific provisions in this document or as otherwise noted below, including updates of the following Manuals and Guidelines, shall be used in the performance of this work. The most recently published standard or reference must be used unless a specific year is mentioned below.

1. CFX Design Guidelines
2. National Fire Protection Agency 70 – National Electric Code (NEC) latest approved code, with local amendments
3. Codes, standards, policies, regulations and recommended configurations required by Electric Utility Provider
4. ASCE 7: Minimum Design Loads for Buildings and Other Structures
5. Florida Department of Transportation Design Manual (FDM)
6. Florida Department of Transportation Standard Plans
7. Florida Department of Transportation Drainage Manual
8. Florida Department of Transportation Soils and Foundations Handbook
9. Florida Department of Transportation Structures Manual
10. Florida Department of Transportation CADD Manual
11. Florida Department of Transportation's Utility Accommodation Manual
12. CFX ITS Design Details

### **3.1 PV Specific Regulations**

Below is a list of regulations and codes pertaining to photovoltaic systems specifically. This list does not cover all regulations that the Design/ Builder shall comply with.

IEC 62446-1	PV Systems – Requirements for Testing, Documentation, and Maintenance
IEEE 1547	Standard for Interconnecting Distributed Resources with Electric Power Systems
NEMA C119.4	Electric Connectors - Connectors for Use Between Aluminum-to-Aluminum or Aluminum-to-Copper Conductors Designed for Normal Operation at or Below 93 Degrees C and Copper-to-Copper Conductors Designed for Normal Operation at or Below 100 Degrees C
NETA ATS	Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems
NFPA 70E	Standard for Electrical Safety in the Workplace
NFPA 780	Standard for the Installation of Lightning Protection Systems
UL 969	UL Standard for Labeling Systems
UL 1449	UL Standard Protective Devices for Safety Surge Protective Devices
UL 1703	UL Standard for Safety Flat-Plate Photovoltaic Modules and Panels
UL 1741	UL Standard for Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources
UL 2703	UL Standard for Safety Mounting Systems, Mounting Devices,

Clamping/Retention Devices, And Ground Lugs For Use With Flat-Plate  
Photovoltaic Modules And Panels  
UL 61730 PV Module Safety Qualification

## **4 Survey**

The Design/Builder shall provide its own topographical and utility survey of the project sites. The Design/Builder shall be responsible for verification of existing conditions, including research of all existing CFX records and other information. A geophysical investigation is required of all areas where new utilities will cross existing utilities. By execution of the contract, the Design/Builder specifically acknowledges and agrees that the Design/Builder is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design/Builder and that any information provided by CFX is merely to assist the Design/Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

## **5 Geotechnical**

The Design/Builder shall conduct its own geotechnical investigations at the site, per ASCE 7 requirements based on the requirements for the mooring and anchoring of the floating PV application and for the foundation design that is selected for the ground mount/elevated structural application. This includes but is not limited to responsibility for the borings, bathymetry, investigations, analysis, reporting, and ultimately incorporation into the design documents and the physical construction. The geotechnical investigations shall be performed at the beginning of the project and scheduled within 15 business days following the NTP. This geotechnical investigation and report shall be used for the design process. If preliminary geotechnical investigation reports are provided by CFX, they are ONLY provided for reference during the bidding process. The geotechnical investigations shall encompass the entire right-of-way and designated areas for this project. The Geotechnical Report and Plan sheet shall be signed and sealed by a licensed Professional Engineer in the State of Florida.

## **6 Technical Criteria**

### **6.1 General**

The Design/Builder shall prepare the Photovoltaic Array Package for all three Mainline Plaza sites generally as shown on the drawings of Appendix A. This work effort includes the technical and site analysis needed to prepare a complete set of Photovoltaic Plans, Civil Plans, Temporary Traffic Control Plans, Permits, and other necessary documents.



## 6.2 **Design Criteria:**

Any deviation from the Governing Regulations and/or CFX's Design Guidelines shall require approval from CFX. The Design/Builder shall submit such requests to CFX for their consideration. If not accepted by CFX, then the Design/Builder shall modify the design so that all design criteria and practices are met. Deviations from AASHTO criteria shall not be considered by CFX for this Project. CFX will not consider any deviation from the required design criteria prior to the submission of the Proposal.

The photovoltaic array design for the three Mainline Plaza sites shall be developed to meet the minimum performance specifications and design specifications cited below.

- **Site Specific Minimum Performance Specifications:**
  - Pine Hills Mainline Toll Plaza**
    - PV array capacity (min): 303 kWdc
    - Annual Power Production (min for 1<sup>st</sup> year): 467 MWhr
    - Connection to meter number 1ZR11291.
  - Forest Lake Mainline Toll Plaza**
    - PV array capacity (min): 236 kWdc
    - Annual Power Production (min for 1<sup>st</sup> year): 368 MWhr
    - Connection to meter number 9915819
  - Curry Ford Mainline Toll Plaza**
    - PV array capacity (min): 236 kWdc
    - Annual Power Production (min for 1<sup>st</sup> year): 374 MWhr
    - Connection to meter number 9900105.
- **Design Specifications:**
  - DC/AC Design Ratio (max): 1.2
  - Life of PV system (min): 25 years
  - Average annual PV system degradation (max): 0.6% per year
  - Module efficiency (min): 17%
  - Panel temperature coefficient (max): -0.45% per degree Celsius
  - Racking system designed for a Risk Category I.
  - Monocrystalline modules
  - Fixed tilt racking system
  - String inverters
  - All components constructed within right-of-way areas.
  - Panels must face true solar south.
  - Voltage Drop (max): 3% for individual strings/circuits, 5% total at the point of interconnection with the utility provider.
  - Grounding Resistance (max): 5 Ohms

- PV Module Support Floating Structure: driven post floating system with maintenance walkways and anchor/mooring support.
- PV Module Support Ground Mount Structure: helical shaft, driven post or concrete embedded types.
- All equipment must be listed and labeled in accordance with OSHA-listed nationally recognized testing laboratories (NRTL) and installed in accordance with the listing requirements and the manufacturer's instructions.
- Provide all accessories needed for a complete, secure, operational grid-tied PV system.
- Wiring and connections of inverters, PV source circuits, AC branch circuits, and all interconnections must be rated at a minimum for IP65 in accordance with NEMA IEC 60529.

### **6.3 Geometric**

The Design/Builder shall preserve as many of the existing trees located within the construction area through coordination of design and construction activities. The Design/Builder shall prepare a design that minimizes landscaping impacts, identifies any potential vegetation that will negatively impact the planned PV array and coordinate with CFX for tree tagging prior to the disturbance of any vegetation or trees within the project area.

### **6.4 Maintenance Access Road**

The Design/Builder shall construct the maintenance access road depicted in the Civil Plans. Any deviations from the Civil Plans shall be designed by a Professional Engineer licensed in the State of Florida and shall be submitted and approved by CFX. The maintenance access road shall utilize the following minimum criteria:

- Width: 12 feet
- Cross Slope: 3%
- Inside radius: 30 feet
- Material: Sod over 12 inches of Type B stabilization (LBR 40)
- Side Slopes: 1V:6H; 1V:3H (or flatter) in constrained conditions

CFX will perform Independent Assurance testing for the maintenance access road construction in lieu of requiring Contractor Quality Control testing, as outlined in Section 105 of the FDOT Standard Specifications and Section 2 of this Design Criteria Package. Independent Assurance testing will be performed to ensure the maintenance access road meets the criteria of Sections 120 and 160 of the FDOT Standard Specifications. The Design/Builder shall coordinate with the CEI during maintenance access road construction to allow for Independent Assurance sampling and testing.

## **7 Structural Criteria**

### **7.1 General**

Photovoltaic mounting racks shall be constructed in accordance with the governing regulations outlines in section 2 of the scope of services. The racking systems shall be spaced so that the shading caused by each array of modules does not impact the performance of another array. The modules shall face true south and have an unobstructed solar window from 9am to 3pm, solar time.

### **7.2 Design Analysis**

The Design/Builder shall submit final signed and sealed documentation by a licensed Professional Engineer in the State of Florida prepared during the development of the structures plans for photovoltaic array site layout, mounting racks, and mounting for inverters, wiring, and transformers.

The Design/Builder shall ensure that the final Geotechnical recommendations and reports required for final design are submitted with the 90% structural plans.

### **7.3 Construction Limitations**

The Design/Builder shall provide clearances to maneuver around the site for operation, maintenance, general access and to provide protection for existing structures. Access to the site for maintenance vehicles shall be provided.

1. The Design/Builder shall furnish and install an access drive according to Attachment E. Any proposed deviations to this plan must be signed and sealed by a Florida P.E. and submitted and accepted by CFX as a part of the proposal process.
2. All photovoltaic paneling and mounting racks shall be constructed a minimum of 20 feet from retaining walls, sound walls, and project area boundaries.

### **7.4 Floating PV Mounting**

The Design/Builder shall design and construct anchoring and mooring for the floating photovoltaic racking system. The anchoring and mooring shall follow the governing regulations as outlined in section 3 of the scope of services.

- The floating support system shall have a minimum 25-year life in the environmental conditions specified in Section 4.1.
- Rack System shall utilize a floating system that has been successfully implemented for PV installation in the last 3 years.
- The panels shall be mounted on floating racks, facing due south.
- The mounting racks shall be aligned in rows along east to west axis across the desired area and be located to avoid possible shading.

- The rack system shall be anchored to the ground and capable to withstand wind load regulations for the State of Florida.
- The racking system shall be inclined to a fixed tilt angle.
- The Rack System shall include a floating cable or cable on a floating tray float. Cable shall be on the surface and be sized according to system size and NEC requirements. Enough slack shall be used to accommodate seasonal water level variation.
- The floating system shall be designed to provide maintenance access to each panel. This shall be accomplished with a dedicated, minimum 16" wide, walkway provided between each row of panels. The walkways and the overall floating system shall be rated to support a 250-pound person.

## **7.5 Ground Mount Foundations**

The Design/Builder shall design and construct foundational support for the photovoltaic racking system. The foundational support shall be in compliance with the governing regulations as outlined in section 3 of the scope of services. Helical shaft, driven post, or cast-in-place foundations shall be designed and constructed in accordance with AASHTO and FDOT Standard Specifications for Road and Bridge Construction. The Design Builder shall submit for approval material and construction Specifications for the selected foundation type.

If Helical Piles are the selected method of foundation, the Design/Builder shall provide specifications on the minimum and maximum torque requirements for the installation, supported by calculations signed and sealed by a Florida Professional Engineer.

## **7.6 Ground Mount Ground Cover**

Site improvements shall include pollinator seed mix and/or plantings under the Forest Lake PV array. The ground cover under the panels shall have a maximum growth height below 4 feet or to the bottom edge of the PV arrays and their associated equipment. These plantings shall be suitable for the climate and require no irrigation.

The Design/Builder shall coordinate with CFX Landscape Maintenance for approval of the seed mix/plantings proposed.

## **7.7 Balance of System Components**

The Design/Builder shall design and construct all needed balance of system components including fasteners, brackets, enclosures, racks, and other structural supports for the installation of the photovoltaic array components. Balance of system components shall be designed to meet the same wind speed criteria as the main structure.

# **8 Temporary Traffic Control**

## **8.1 Traffic Control Analysis:**

The Design/Builder shall design a safe and effective Temporary Traffic Control Plan

(TTCP) to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The TTCP shall be prepared by a certified designer who has completed the FDOT's Advanced MOT training course, and in accordance with the FDOT's Standard Plans and the FDOT Design Manual. Any deviations from the Standard Plans shall be completed by a Professional Engineer licensed in the State of Florida and shall be submitted and approved by CFX.

## **8.2 Temporary Traffic Control Plans:**

The Design/Builder shall coordinate all construction activities with adjacent project(s).

The Design/Builder shall utilize Index Series 102-600 of the FDOT's Standard Plans where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design/Builder shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), and traffic control plan sheet(s).

The Design/Builder shall prepare additional plan sheets, if necessary, such as cross sections, profiles, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

The following additional traffic control criteria shall be maintained by the Design-Builder:

- Traffic shall be maintained in accordance with FDOT Standard Plans, Index 102-600 series.
- The Design/Builder shall coordinate with toll plaza managers 72 hours prior to performing any traffic control work within 2,000 feet of a toll plaza.
- Existing posted speeds shall be maintained at all times during construction.
- Minimum lane widths to be accommodated at all times include:
  - SR 408, SR 417 & SR 429: inside 12' lane, outside 12' lane
- Minimum shoulder widths shall be maintained at all times during construction as per the Standard Index.
- The Design/Builder shall be responsible for providing a law enforcement officer during all lane closure operations and during all night operations.
- CFX property affected by the construction work shall be restored to a condition equal to or better than existing pre-construction condition unless

specifically exempt in the plans. All cost shall be incidental to existing pay items.

### **8.3 Traffic Control Restrictions:**

Along SR 408, 417, & 429 tollway there shall be NO LANE CLOSURES ALLOWED between the hours of 6:00 AM to 9:00 PM. The time required for set up and removal of lane closures shall occur within the allowable lane closure times. A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. The Design/Builder shall have only one through lane closed in each direction on SR 408, 417, & 429 during the permitted lane closure hours. All lane closures shall not exceed two (2) miles in length, inclusive of required tapers. Ramp closures are not permitted unless approved by CFX. The Design/Builder shall complete and submit the anticipated lane closure form to CFX a minimum of 14 calendar days prior to the start of the proposed lane closure. All lane closures, including approved ramp closures, must be reported to the local emergency agencies, the media and the CFX information officer. Also, the Design-Builder shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project during the events below.

- CFX recognized Holidays

The Design/Builder shall provide an off-duty law enforcement officer with a marked vehicle during the setup, operation and removal of all lane closure operations.

## **9 Toll Plaza**

The proposed photovoltaic array system shall be designed and constructed to support the power load of the Pine Hills, Forest Lake, and Curry Ford Mainline Toll Plazas. The Design/Builder is responsible for avoiding impacts to all existing toll collection equipment and toll collection communication equipment within the project limits for the duration of the construction. Toll collection, Intelligent Transportation Systems operations and highway lighting shall be maintained at all times. Any impacts to the toll collection system caused by construction activities associated with this project shall be the responsibility of the Design/Builder. CFX reserves the right to use on staff maintenance contractors to rectify any damage or other impacts caused by the Design/Builder and deduct any associated costs for the repairs from payments due to the Design/Builder.

## **10     Utilities**

The Design/Builder is required to conduct all utility coordination and scheduling of the relocation of the utilities, if necessary, as a result of their design.

The Design/Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design/Builder's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and properly coordinating this information.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to CFX for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
10. Providing periodic Project updates to CFX as requested.
11. Coordination with CFX on any issues that arise concerning reimbursement of utility work costs.

### **10.1   Utility Work Schedules**

The Utility Adjustments shall be governed by the Florida Department of Transportation's Utility Accommodation Manual, Florida Statutes and Florida Administrative Code.

No Utility Work Schedules are provided as no utility adjustments are anticipated by the Design-Builder. The Design-Builder shall be responsible for Utility Work Schedules if required by their design.

## 10.2 **Electrical Service Interconnection**

### **Duke Energy Interconnection**

As a part of the interconnection agreement process, Duke Energy will perform a System Impact Study. **The Design/Builder shall coordinate with Duke Energy to initiate the required system impact studies within 90 days of Notice to Proceed.** All fees imposed by Duke Energy for the system impact study and the interconnection agreement will be provided by the Design/Builder. Design/Builder shall utilize their 60% design documents, reviewed and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from Duke Energy on behalf of CFX in accordance with Duke Energy rules and Florida Administrative Code. The interconnection agreement will be between Duke Energy and CFX. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection.

- 1) Florida Administrative Code Chapter 25-6.0065 is found on their website here: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=25-6>.
- 2) Duke Energy Section No. IV General Rules and Regulations Governing Electrical Service Section VIII; 8.08 “Net Metering for Customer-Owned Renewable Generation”
- 3) A link to Duke Energy’s Renewable Energy general information website with links to the “Interconnection Portal” can be found here: <https://www.duke-energy.com/Home/Products/Renewable%20Energy/Generate%20Your%20Own>.

The Design/Builder is responsible for the design and installation of the proposed buried electric raceway for the photovoltaic array and associated electrical connections in accordance with Specification Section 745 and applicable CFX ITS Design Details and Specifications. The interconnection costs to the Design/Builder may include but not limited to Duke Energy requirements for conduits, pull boxes, manholes, electrical service wire, and all coordination efforts with Duke Energy. The Design/Builder shall locate all electric service points (from the meter to the load center) within the construction area.

### **OUC Energy Interconnection**

As a part of the interconnection agreement process, OUC may require a System Impact Study. **The Design/Builder shall coordinate with OUC to initiate the required system studies within 90 days of Notice to Proceed.** All fees imposed by OUC for the system study and the interconnection agreement will be provided by the Design/Builder. Design/Builder shall utilize their 60% design documents, reviewed, and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from OUC on behalf of CFX in accordance with OUC rules



and Florida Administrative Code. The interconnection agreement will be between OUC Energy and CFX. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection.

- 1) Florida Administrative Code Chapter 25-6.0065 is found on their website here: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=25-6>.
- 2) IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems
- 3) IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Energy Resources with Electric Power Systems.
- 4) UL-1741 (2005) Inverters, Converters, Controllers, and Interconnection System Equipment for use with Distributed Energy Resources
- 5) 2005 National Electric Codes, all relevant articles (or subsequent revisions) and local building codes.
- 6) OUC's Guide for Producer-Owned Generating Interconnections

A link to OUC's Solar Solutions general information website with links to the Solar Interconnection application can be found here: [Sign-on credentials for Solar Contractors instructions clean 5-24-2022 \(ouc.com\)](#).

Interconnection requirements can be found here:

[Appendix A – Interconnection Requirements: Microsoft Word - Interconnection Agreement - Web Layout - Pending Approval.docx \(ouc.com\)](#)

## **11 Quality Control, Schedule, and Plan Progression Requirements**

### **11.1 Quality Control Plan**

The Design/Builder shall submit a Quality Control Plan (QCP), in accordance the General Conditions. The Design/Builder's QCP shall be submitted within 15 business days following Notice to Proceed. A sample QCP is provided in Appendix G for reference purposes, providing the format and general expectations of a QCP.

#### **P. Quality Management Plan (QMP):**

##### **1. Design:**

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and

review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition, the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted. The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

## **2. Construction:**

Contractor Quality Control testing requirements for the maintenance access road will be waived as outlined in Section 6.4 of this Design Criteria Package. The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan for any other construction activities or materials subject to the provisions of Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by the Department. The Design-Build Firm will use the Department's database(s) to allow audits of materials used to assure compliance with the STRG. The Department has listed the most commonly used materials and details in the Department's database. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the State Materials Office website for instructions on gaining access to the Department's databases: <http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm> Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Department database in accordance with Section 105 of Standard Specifications. The Department, and FHWA, as necessary, shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Department's Materials Acceptance Program.

## **11.2 Schedule**

The Design/Builder shall submit a Schedule, in accordance with the General Conditions. The Design/Builder's Schedule shall allow for up to fifteen (15) business days (excluding

weekends and CFX observed Holidays) review time for the CFX's review of all submittals. A sample Schedule is provided in Appendix F for reference purposes, providing the format and general expectations of a Schedule.

### **11.3 Schedule of Values**

The Design/Builder is responsible for submitting estimates requesting payment. Estimates requesting payment shall be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment shall be made upon final acceptance by CFX of the Project. The Design-Builder must submit the schedule of values to CFX for approval. No estimates requesting payment shall be submitted prior to CFX approval of the schedule of values.

Upon receipt of the estimates requesting payment, CFX will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

### **11.4 Phase Plan**

The Design/Builder shall prepare and submit Final Signed and Sealed plans for the full scope of work for review and acceptance by CFX, see Section 13 for design sequence and requirements. The Design/Builder shall request Construction Notice to Proceed prior to beginning any construction. Any work that is started before the acceptance of the final signed and sealed plans is at the sole risk to the Design/Builder. The general requirements governing the progression and schedule are:

1. The design plans must be submitted and approved. Plans will be returned to the Design/Builder within fifteen (15) business days (excluding weekends and CFX observed Holidays) with approvals or request for additional information. This turnaround is based upon complete and accurate submittals being made by the Design/Builder in accordance with the most current submittal schedule approved by the CFX.
2. A hard copy of all final signed and sealed plans and Technical Special Provisions (with all corrections/changes made to the 100% submittals) and a disk of the CADD files shall be submitted to the CFX as part of the Final Plans Submittal.
3. Shop drawings approved by the Engineer of Record shall be furnished to CFX for acceptance. Shop drawings shall be submitted and accepted prior to the installation of the components.

4. No construction activity which affects traffic flow in any way shall be undertaken prior to the submittal and approval of the temporary traffic control for that phase of work.
5. As-Built and Record drawings shall be submitted to CFX before Final Acceptance of the project. These plans shall include GIS locates of the installed infrastructure which follows the CFX ITS Technical Special Provisions. A disk of the CADD files shall be submitted to the CFX as part of the Record Drawings, incorporating all as-built conditions recorded in the CADD files.

### **11.5 Commissioning and Acceptance Testing**

Design Builder shall engage the services of a qualified testing organization, NABCEP-certified professional, or licensed electrician to provide inspection, testing, calibration, and adjustment of the solar photovoltaic electrical distribution system and equipment listed herein. Organization must be independent of the supplier, manufacturer, and installer of the equipment. Submit name and qualifications of organization. Organization must have been regularly engaged in the testing of electrical materials, devices, installations, and regularly engaged in solar PV systems for a minimum of five years.

Organization calibration program requirements:

- a. Provide a calibration program which assures that all applicable test instruments are maintained within rated accuracy.
- b. Accuracy: Traceable to the National Institute of Standards and Technology.
- c. Instrument calibration frequency schedule: Less than or equal to 12 months for both test floor instruments and leased specialty equipment.
- d. Dated calibration tables: Visible on all test equipment.
- e. Calibrating standard: Higher accuracy than that of the instrument tested.
- f. Keep up-to-date records that indicate dates and test results of instruments calibrated or tested. For instruments calibrated by the manufacturer on a routine basis, in lieu of third-party calibration, include the following:
  - Maintain up-to-date instrument calibration instructions and procedures for each test instrument.
  - Identify the third-party laboratory calibrated instrument to verify that calibrating standard is met.

A commissioning and acceptance testing plan with coordinated check sheets shall be provided in accordance with IEC 62446-1 “PV Systems – Requirements for Testing, Documentation, and Maintenance” and IEEE 1547. Submit plan for review by CFX.

During the acceptance testing, a CFX representative shall observe and verify each system performance. Required commissioning and acceptance test services includes ensuring the PV systems achieve performance objectives.

#### Acceptance Tests

- a. Provide final and complete commissioning of the solar PV system.
- b. Verify that all electrical components are installed and connected according to the requirements of the PV electrical drawings, specifications, and manufacturer's written instructions.
- c. Before starting or operating the system, check continuity of all conductors and grounding conductors to verify that there are no faults and that all equipment has been properly installed according to the manufacturer's recommendations. Check factory instructions to see that installations have been made accordingly. Check equipment for any damage that may have occurred during shipment, after delivery, or during installation. Replace damaged equipment.
- d. Before starting or operating the system, obtain a final inspection approval and final inspection from CFX. Be present on site for both inspections.
- e. Make final adjustments to all inverters and monitoring equipment so that they will be placed in an acceptable operating condition. Adjustable parameters must be set so that the PV system will produce the maximum possible amount of energy on an annual basis.

## 12 **Permits**

The Design/Builder shall be responsible for obtaining, paying for, and following all necessary permitting required for the project.

All construction activities shall be in accordance with the permits. The Design/Builder shall be responsible for preparing final designs and proposing construction methods that conform to the permits obtained. It shall be the responsibility of the Design/Builder to modify affected permits, including the responsibility of payment of all required permit fees. All permits, including dewatering, required for a particular construction activity shall be acquired by the Design/Builder prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, shall be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation.

Any fines levied by permitting agencies shall be the responsibility of the Design/Builder.

The Design/Builder shall also submit to CFX As-built Certifications required by the permitting agencies as part of the notification of completion of construction. The certificates shall be signed and sealed by a professional land surveyor or professional engineer registered in the State of Florida.

## **12.1 Design Analysis and Permitting**

The Design/Builder shall be responsible for preparing designs and proposing construction methods that are permissible. The Design/Builder shall be responsible for any required permit fees. All permits required for a particular construction activity shall be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, shall be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, CFX is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

The Design/Builder shall be responsible for modifying the issued permits as necessary to accurately depict the final design. The Design/Builder shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the CFX prior to submittal to the agencies.

Any modifications to the drainage structures shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations.

Preparation of all documentation related to the acquisition of all applicable permits shall be the responsibility of the Design/Builder. Preparation of complete permit packages shall be the responsibility of the Design/Builder. The Design/Builder is responsible for the accuracy of all information included in permit application packages. As the permittee, CFX is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. Once the CFX has approved the permit application, the Design/Builder is responsible for submitting the permit application to the respective permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the permitting agencies shall be sent to the CFX. If any agency rejects or denies the permit application, it is the Design/Builder's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design/Builder shall be responsible for any necessary permit extensions or re-permitting in order to keep the permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to

agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the CFX prior to submittal to the agencies.

The Design/Builder shall be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design/Builder. The Design/Builder shall be responsible for complying with all permit conditions.

## **12.2 Probable Permits**

Below is a list of potential permits and regulatory concerns that are applicable to this project. This is not an exhaustive list of all required permits and codes to be obtained and followed but can be used for reference. The Design/Builder shall be responsible for identifying and following all permits and code needed for the design and construction of the photovoltaic systems.

1. Clean Water Act (CWA)
2. Environmental Resource Permit (ERP)
3. National Pollutant Discharge Elimination System (NPDES) Permit
4. City of Orlando floodplain development permit
5. Storm water management permit
6. Endangered Species Act (ESA)
7. Migratory Bird Treaty Act (MBTA)
8. Bald and Golden Eagle Protection Act (BGEPA)
9. Flood Disaster Protection Act (FDPA)
10. Storm Water Pollution Prevention Plan (SWPPP) permitting
11. Florida Historical Resources Act (FHRA)
12. FAA Compliance

The Design/Builder shall be responsible for identifying if the construction conducted will be conducted in a designated floodplain or wetlands and obtain the necessary permitting for the design and implementation of the photovoltaic arrays. The Design/Builder shall identify if endangered species or protected animals will be impacted under the codes of the ESA, MBTA, and BGEPA and must obtain permitting if required.

## **13 Submittals**

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. There shall be 60%, 100% and Final Signed and Sealed submittals. The particular phase of each submittal shall be clearly indicated on the cover sheet. Each submittal must be accompanied by sufficient information for proper evaluation of the submittal under review.

### **13.1 60% Submittal**

The Design/Builder shall submit 60% Design Plans for review. The following material

shall be developed and submitted for review:

1. Electrical Plans
  - a. One-Line Diagram: The diagram shall include complete descriptions of all components including size and ratings of devices.
  - b. Site plan drawings. Thorough information shall be shown to describe features as necessary for the project.
2. Traffic Control Plans
  - a. Detailed plans with required traffic control devices for all phases of construction, with detouring requirements. Plans shall include signing, pavement markings, barricades, barriers, cones, and detour signing as appropriate.
  - b. Phasing plan
3. Civil Drawings
  - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
4. Permitting
  - a. Plans to be consistent with the approved permits or include permit modifications.
5. Structural Plans
  - a. Mounting Racks and Foundation Structural Plans.
  - b. Anchor Installation details and calculations
6. Design Summary and Calculations
  - a. Design Summary Writeup including a discussion of the overall system operation.
  - b. All Structural Design Calculations
  - c. Photovoltaic Array Performance Analysis Report including an annual production report.
  - d. Provide project specific equipment data sheets and cut sheets.
  - e. Cable Size: Provide cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
  - f. Conduit Size Calculations: Provide conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
  - g. Voltage Drop Calculations: Provide voltage drop calculations based upon the design configuration.
  - h. Short Circuit Analysis: Provide a short circuit calculation based upon the completed design configuration.



- i. Equipment List: Provide a preliminary list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.

### **13.2 100% Submittal**

The Design/Builder shall submit 100% Design Plans for review. The following material shall be developed and submitted for review:

1. Electrical Plans
  - a. One-Line Diagram: The one-line diagram shall be updated to reflect the design. The diagram shall include complete descriptions of all components including size and ratings of devices.
  - b. Site plan drawings shall be updated to reflect the updated design. Thorough information shall be shown to describe features as necessary for the project.
2. Civil Drawings
  - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
3. Traffic Control Plans
  - a. Traffic Control Plans shall be updated to reflect the updated design.
  - b. Phasing plans shall be updated to reflect the updated design.
4. Permitting
  - a. Plans to be consistent with the approved permits or include permit modifications.
5. Structural Plans
  - a. Mounting Racks and Foundation Structural Plans shall be updated to reflect the updated design.
  - b. Anchor Installation details and calculations
  - c. Geotechnical Boring Sheets
6. Design Summary and Calculations
  - a. Design Summary Writeup with updates based on latest design.
  - b. Structural Design Calculations with updates based on latest design.
  - c. Photovoltaic Array Performance Analysis Report including an updated annual production report.
  - d. Provide updated project specific equipment data sheets and cut sheets.
  - e. Provide updated coordination correspondence with Utility Provider
  - f. Cable Size: Provide updated cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
  - g. Conduit Size Calculations: Provide updated conduit sizing calculations based on

- cable sizing and NEC maximum conduit fill.
- h. Voltage Drop Calculations: Provide updated voltage drop calculations based upon the design configuration.
- i. Short Circuit Analysis: Provide updated short circuit calculation based upon the completed design configuration.
- j. Electrical System Coordination Study. Provide coordination study based upon the completed design configuration.
- k. Arc Flash Analysis for the DC and the AC systems. Provide Arc Flash analysis based upon the completed design configuration.
  - The Arc-Flash PPE Category for all equipment shall not exceed category 1 for all components downstream of the main interconnection breaker. The main interconnection breaker, which is protected by the Utility, will likely not be able to reach category 1. If category 1 cannot be obtained, it shall be provided with remote operation, to remove the operator from the arc flash danger area.
- l. Equipment List: Provide an updated list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.

### **13.3 Signed and Sealed Submittal**

The Design/Builder shall submit Signed and Sealed Design Plans. The following material shall be developed and submitted for construction:

1. Electrical Plans
  - a. One-Line Diagram: The one-line diagram shall be updated to reflect the completed design. The diagram shall include complete descriptions of all components including size and ratings of devices.
  - b. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project.
2. Civil Drawings
  - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
  - b. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project.
3. Temporary Traffic Control Plans
  - a. Temporary Traffic Control Plans shall be updated to reflect the completed design.
  - b. Phasing plans shall be updated to reflect the completed design.
4. Permitting

- a. Plans to be consistent with the approved permits or include permit modifications.
- 5. Structural Plans
  - a. Structural plans, mounting racks and foundation plans shall be updated to reflect the final PV layout and design.
  - b. Anchor Installation details and calculations
  - c. Geotechnical Boring Sheets
- 6. Design Summary and Calculations
  - a. Design Summary Writeup
  - b. All Structural Design Calculations
  - c. Photovoltaic Array Performance Analysis Report including an annual production report.
  - d. Provide project specific equipment data sheets and cut sheets.
  - e. Provide coordination correspondence with Utility Provider
  - f. Cable Size: Provide updated cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
  - g. Conduit Size Calculations: Provide updated conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
  - h. Voltage Drop Calculations: Provide updated voltage drop calculations based upon the design configuration.
  - i. Short Circuit Analysis: Provide updated short circuit calculation based upon the completed design configuration.
  - j. Electrical System Coordination Study. Provide coordination study based upon the completed design configuration.
  - k. Arc Flash Analysis for the DC and the AC systems. Provide Arc Flash analysis based upon the completed design configuration.
    - The Arc-Flash PPE Category for all equipment shall not exceed category 1 for all components downstream of the main interconnection breaker. The main interconnection breaker, which is protected by the Utility, will likely not be able to reach category 1. If category 1 cannot be obtained, it shall be provided with remote operation, to remove the operator from the arc flash danger area.
    -
  - l. Equipment List: Provide an updated list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.
  - m. Warranties: Identify all warranties to be transferred to CFX

When the review comments have been resolved and documented by the designer, the plans are ready to proceed to completion.

### **13.3.1 Final Signed and Sealed Plans**

Final signed and sealed plans shall be delivered to the CFX Project Manager a minimum of fifteen (15) calendar days prior to construction of that component. Once all comments have been satisfactorily resolved as determined by the CFX, the CFX Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the CFX Project Manager are valid. All work that the Design/Builder performs in advance of the CFX release of Plans shall be at the Design/Builder's risk.

## **13.4 Shop Drawings**

The Design/Builder shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Governing Regulations of this Design Criteria. Shop drawings for the structures shall be provided to CFX for review. The Shop Drawings shall bear the stamp and signature of the Design/Builder's Engineer of Record (EOR), and Specialty Engineer as appropriate. CFX shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design/Builder. CFX's procedural review of Shop Drawings is to assure that the Design/Builder's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. CFX's review is not meant to be a complete and detailed review. Upon review and approval of the Shop Drawing, CFX will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

- Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.
- Submit drawings for approval prior to equipment construction or integration.
- Submit shop drawings at a minimum of 11 by 17 inches in size.
- All details legible and all text no smaller than 0.1 inches in height on any drawing. As needed, provide enlargements to ensure clarity of intent.
- Shop drawings must include one-line and three-line diagrams and installation details of photovoltaic (PV) system equipment indicating location as proposed in design drawings, layout and arrangement of PV modules, support and mounting mechanism, inverters, combiner boxes, AC and DC disconnects, equipment enclosures, conduits, monitors, meters, security systems, and all other accessories associated with the installation of the PV system. Wiring diagrams must identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each equipment item.
- Shop drawings may include legible copies of manufacturer's product literature, with

selected items and specifications highlighted thereon.

- Modifications to original drawings made during installation must be immediately recorded for inclusion into the as-built drawings. When items have changed relative to the approved design, the designer must provide certification indicating that the changes will not negatively affect the system's operation or the structure supporting the system.

### **13.5 As-Built Record Drawings**

As-Built Record Drawings (signed & sealed) shall be submitted at the completion of construction detailing the final adjustments that were made to the design plans during the course of construction. The Record Drawings shall be prepared by the Design/Builder, with the appropriate signing and sealing by their EOR.

The Design-Builder shall furnish to CFX, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- CADD files in MicroStation conformed to reflect as-built conditions
- 3 sets of 11" X 17" copies of the signed and sealed plans
- 3 sets of signed and sealed final documentation (if different from final component submittal)
- One Final Project CD (native files and pdfs of plans and documentation)

Final documentation, other than the plans, shall consist of all other final documentation related to the project. It shall consist of at a minimum:

- As-Built design summary and calculations,
- Record of all project approvals,
- Final list of equipment with date of purchase,
- Executed warrantee documentation with contact information,
- Certified factory acceptance testing results,
- Certified tested inverter efficiency report.
- Certified Acceptance Testing results,
- Equipment Operation manuals,
- Equipment maintenance manuals,
- Preventative maintenance and inspection data and schedule for system operators.
- Complete operation, repair, and maintenance information, detailed to the smallest replaceable unit.
- Adjustment, trouble-shooting, configuration, tuning, and system calibration instructions.
- Programming information for the communications and monitoring interface.
- An instruction manual with pertinent items and information highlighted.
- Actual nameplate diagram.

- Date of purchase.
- Provided spare parts inventory and
- Recommended spare equipment list with pricing.

The Design/Builder's Professional Engineer in responsible charge of the Project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents for all elements. The professional endorsement shall be performed in accordance with the FDOT Design Manual.

The Design/Builder shall complete the record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed and sealed by the appropriate EOR. The record set shall reflect all changes initiated by the Design/Builder or the CFX in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

Additionally, the Design/Build team shall complete and submit GIS data of the installed infrastructure before final acceptance. The GIS information shall follow CFX ITS Technical Special Provision 612.

### **13.6 Training Course**

Upon completion of the work and at a time approved by CFX, provide instructions by a qualified instructor to CFX personnel in the proper adjustment, system operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. CFX personnel must receive training comparable to the equipment manufacturer's factory training. Instructor must provide a separate training course for the monitoring system.

The proposed Training Course Curriculum (including topics and dates of discussion) indicating that all of the items contained in the operating and maintenance instructions, as well as demonstrations of safety and routine maintenance operations, including testing procedures included in the maintenance instructions, are to be covered. The proposed Training Course must be video-recorded and provided with any PowerPoint slides as part of the final documentation for those that cannot attend. Safety training must be extended to fire department representatives.

The training period must consist of a total of 8 hours of normal working time and begin after the system is functionally completed but prior to final acceptance tests. Submit the training course curriculum for approval, along with the proposed training date, at least 14 days prior to the date of proposed conduction of the training course.

Instruction must be video-recorded and given during the first regular work week after the equipment or system has been accepted and turned over to CFX for regular operation. Provide video recording and any PowerPoint slides as part of the final documentation for those that cannot attend. Extend safety training to fire department representatives. Coordinate with CFX for Fire Department first responder training.

Instructor(s) must be employee(s) of installer or a certified solar photovoltaic system training program. Instructors must be thoroughly familiar with all parts of the installation and trained in operating theory as well as practical operation and maintenance work. Submit the name(s) and qualification resume(s) of instructor(s) to CFX for approval.

### **13.7 Spare Parts**

Provide an extra 2% percent of spare solar photovoltaic modules, calculated based on the PV module count and rounded up to the nearest whole number. Spare parts on all equipment shall be provided per each equipment manufacturer recommendations and including those parts required for the first three years of routine maintenance of the system. Two spare sets of fuses shall be provided for each type of fuse provided on the project. Provided with the As-Built documentation:

- Spare parts inventory shall be provided listing the provided spare part items. Inventory shall include the US contact at the place of purchase.
- A Spare Equipment List for equipment such as inverters and PV panels shall be provided with current pricing, availability in the US, and the US contact details.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT**  
**PROJECT 599-407, CONTRACT NO. 002063**

**1.0 PROJECT DESCRIPTION**

The project generally involves the design and construction of the Three Mainline Photovoltaic Deployment as identified in the Design Criteria package.

**2.0 DESIGN SERVICES**

2.1 The Design/Builder shall provide the services necessary to complete the design of the Three Mainline Photovoltaic Deployment and all site improvements in accordance with the Contract Documents.

2.2 The Design/Builder shall provide continuous quality control and quality assurance reviews prior to each submittal in accordance with the Design/Builder's approved quality control plan. The measures to be provided shall be sufficient to establish that "due care" has been used in the preparation of the work and documents.

2.3 Design Criteria are detailed in the Design Criteria Drawings and Design Criteria Package.

**3.0 BUILD (CONSTRUCTION) SERVICES**

3.1 The Design/Builder shall provide all labor, materials, equipment and incidentals necessary to construct the project in accordance with the plans and specifications prepared by the Design/Builder and approved by CFX.

**4.0 ADDITIONAL SERVICES**

Additional services may be assigned to the Design/Builder in accordance with the Agreement and this Scope of Services. No work shall be accomplished under additional services without prior written authorization from CFX to perform the work.

**5.0 COMPENSATION**

Compensation will be paid in accordance with the Contract documents.

**END OF SCOPE OF SERVICES**



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: January 25, 2024 *MC*

RE: December 2023 Financial Reports

Attached please find the December 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 DECEMBER 31, 2023 AND YEAR-TO-DATE**

	<b>FY 24 MONTH ACTUAL</b>	<b>FY 24 MONTH BUDGET</b>	<b>FY 24 YEAR-TO-DATE ACTUAL</b>	<b>FY 24 YEAR-TO-DATE BUDGET</b>	<b>FY 24 YEAR-TO-DATE VARIANCE</b>	<b>FY 24 YEAR-TO-DATE % VARIANCE</b>	<b>FY 23 - 24 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 60,281,479	\$ 60,565,900	\$ 353,555,997	\$ 351,485,300	\$ 2,070,697	0.6%	24.1%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	675,000	552,217	3,801,861	2,989,336	812,524	27.2%	18.3%
TRANSPONDER SALES	160,191	200,238	1,042,768	1,207,570	(164,802)	-13.6%	-5.8%
OTHER OPERATING	236,285	180,497	1,178,472	916,317	262,155	28.6%	25.5%
INTEREST	1,574,530	850,562	8,971,825	5,103,372	3,868,453	75.8%	136.7%
MISCELLANEOUS	76,034	75,407	470,373	452,444	17,929	4.0%	14.6%
<b>TOTAL REVENUES</b>	<b>\$ 63,003,519</b>	<b>\$ 62,424,822</b>	<b>\$ 369,021,296</b>	<b>\$ 362,154,340</b>	<b>\$ 6,866,956</b>	<b>1.9%</b>	<b>25.4%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 5,538,975	\$ 5,954,837	\$ 33,761,957	\$ 36,956,107	\$ 3,194,150	8.6%	4.5%
MAINTENANCE	1,749,839	1,635,913	7,397,021	7,912,198	515,177	6.5%	7.6%
ADMINISTRATION	1,135,155	1,216,224	5,579,978	6,401,333	821,355	12.8%	13.7%
OTHER OPERATING	450,666	240,417	981,535	985,708	4,173	0.4%	138.0%
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 8,874,636</b>	<b>\$ 9,047,391</b>	<b>\$ 47,720,491</b>	<b>\$ 52,255,346</b>	<b>\$ 4,534,855</b>	<b>8.7%</b>	<b>7.2%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 54,128,883</b>	<b>\$ 53,377,432</b>	<b>\$ 321,300,804</b>	<b>\$ 309,898,993</b>	<b>\$ 11,401,811</b>	<b>3.7%</b>	<b>28.6%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 18,384,139</b>	<b>\$ 18,122,997</b>	<b>\$ 108,120,901</b>	<b>\$ 108,737,983</b>	<b>\$ 617,082</b>	<b>0.6%</b>	<b>-1.0%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 35,744,744</b>	<b>\$ 35,254,434</b>	<b>\$ 213,179,903</b>	<b>\$ 201,161,010</b>	<b>\$ 12,018,893</b>	<b>6.0%</b>	<b>51.6%</b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION**  
**COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022**  
**FOR THE MONTH ENDING DECEMBER 31, 2023 AND YEAR-TO-DATE**

	<u>FY 2024 ACTUAL</u>	<u>FY 2024 BUDGET</u>	<u>VARIANCE</u>	<u>FY 24 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 33,761,957	\$ 36,956,107	\$ 3,194,150	8.6%
Maintenance	7,397,021	7,912,198	515,177	6.5%
Administration	5,579,978	6,401,333	821,355	12.8%
Other Operating	<u>981,535</u>	<u>985,708</u>	<u>4,173</u>	<u>0.4%</u>
Total O M & A	\$ 47,720,491	\$ 52,255,346	\$ 4,534,855	8.7%
Capital Expenditures				
Operations	\$ 10,014	\$ -	\$ (10,014)	0.0%
Maintenance	-	-	-	0.0%
Administration	<u>45,277</u>	<u>-</u>	<u>(45,277)</u>	<u>0.0%</u>
Total Capital Expenditures	\$ 55,291	\$ -	\$ (55,291)	0.0%

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**Central Florida Expressway Authority**  
**Operations - Comparison of Actual to Budget**  
**For the Six Months Ending December 31, 2023**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	379,262	432,344	53,082	12.28%
Image Review	5,848,049	6,360,623	512,574	8.06%
Special Projects	157,007	149,886	(7,121)	-4.75%
Information Technology	3,151,490	3,703,370	551,880	14.90%
E-PASS Service Center	11,412,111	12,060,499	648,388	5.38%
Business Relations	76,529	89,421	12,892	14.42%
Public Outreach/Education	797,928	807,167	9,238	1.14%
<b>Subtotal CFX</b>	<b>\$21,822,375</b>	<b>\$23,603,309</b>	<b>\$1,780,934</b>	<b>7.55%</b>
Plazas	11,949,596	13,352,798	1,403,202	10.51%
<b>Subtotal Toll Facilities</b>	<b>\$11,949,596</b>	<b>\$13,352,798</b>	<b>\$1,403,202</b>	<b>10.51%</b>
<b>Total Operations Expenses</b>	<b>\$33,771,970</b>	<b>\$36,956,107</b>	<b>\$3,184,136</b>	<b>8.62%</b>





**Central Florida Expressway Authority**  
**Maintenance - Comparison of Actual to Budget**  
**For the Six Months Ending December 31, 2023**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Maintenance Administration	1,241,666	1,351,484	109,819	8.13%
Traffic Operations	1,594,594	1,669,244	74,649	4.47%
Routine Maintenance	4,560,761	4,891,470	330,709	6.76%
<b>Total Maintenance Expenses</b>	<b>\$7,397,021</b>	<b>\$7,912,198</b>	<b>\$515,177</b>	<b>6.51%</b>



**Central Florida Expressway Authority**  
**Administration - Actual to Budget by Cost Center**  
**For the Six Months Ending December 31, 2023**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	611,423	595,122	(16,301)	-2.74%
Security	146,533	146,981	448	0.30%
525 Magnolia	88,665	92,598	3,933	4.25%
Administrative Services	1,373,289	1,510,948	137,659	9.11%
Engineering	52,359	59,332	6,974	11.75%
Legal	299,361	388,467	89,106	22.94%
Accounting	1,028,787	1,155,637	126,850	10.98%
Procurement	361,179	447,564	86,384	19.30%
Contracts Compliance	101,477	113,288	11,811	10.43%
Risk Management	375,175	397,759	22,583	5.68%
Records Management	192,868	213,950	21,082	9.85%
Human Resources	259,816	300,401	40,585	13.51%
Supplier Diversity	93,888	133,671	39,783	29.76%
Communications	374,920	573,374	198,454	34.61%
Construction Administration	53,862	54,874	1,012	1.84%
Internal Audit	211,653	217,368	5,715	2.63%
<b>Grand Total Expenses</b>	<b>\$5,625,256</b>	<b>\$6,401,333</b>	<b>\$776,077</b>	<b>12.12%</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON**  
**FOR THE MONTH ENDING DECEMBER 31, 2023 AND YEAR-TO-DATE**

	<b>FY 24 YEAR-TO-DATE ACTUAL</b>	<b>FY 24 YEAR-TO-DATE BUDGET</b>	<b>FY 24 YEAR-TO-DATE VARIANCE</b>	<b>FY 23 YEAR-TO-DATE ACTUAL</b>	<b>FY 23 YEAR-TO-DATE BUDGET</b>	<b>FY 23 YEAR-TO-DATE VARIANCE</b>	<b>YEAR-TO-DATE VARIANCE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 353,555,997	\$ 351,485,300	\$ 2,070,697	\$ 284,864,981	\$ 293,808,000	\$ (8,943,019)	\$ 11,013,716
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	3,801,861	2,989,336	812,524	3,212,676	2,830,890	381,786	430,738
TRANSPONDER SALES	1,042,768	1,207,570	(164,802)	1,107,420	981,551	125,869	(290,671)
OTHER OPERATING	1,178,472	916,317	262,155	938,731	741,292	197,439	64,716
INTEREST	8,971,825	5,103,372	3,868,453	3,789,725	1,181,039	2,608,686	1,259,767
MISCELLANEOUS	470,373	452,444	17,929	410,278	402,511	7,767	10,162
<b>TOTAL REVENUES</b>	<b>\$ 369,021,296</b>	<b>\$ 362,154,340</b>	<b>\$ 6,866,956</b>	<b>\$ 294,323,811</b>	<b>\$ 299,945,283</b>	<b>\$ (5,621,472)</b>	<b>\$ 12,488,428</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 33,761,957	\$ 36,956,107	\$ 3,194,150	\$ 32,310,246	\$ 35,155,207	\$ 2,844,961	\$ 349,189
MAINTENANCE	7,397,021	7,912,198	515,177	6,877,157	7,080,567	203,410	311,767
ADMINISTRATION	5,579,978	6,401,333	821,355	4,907,389	5,317,289	409,900	411,455
OTHER OPERATING	981,535	985,708	4,173	412,487	782,435	369,948	(365,775)
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 47,720,491</b>	<b>\$ 52,255,346</b>	<b>\$ 4,534,855</b>	<b>\$ 44,507,279</b>	<b>\$ 48,335,498</b>	<b>\$ 3,828,219</b>	<b>\$ 706,636</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 321,300,804</b>	<b>\$ 309,898,993</b>	<b>\$ 11,401,811</b>	<b>\$ 249,816,532</b>	<b>\$ 251,609,785</b>	<b>\$ (1,793,253)</b>	<b>\$ 13,195,064</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 108,120,901</b>	<b>\$ 108,737,983</b>	<b>\$ 617,082</b>	<b>\$ 109,217,908</b>	<b>\$ 109,934,677</b>	<b>\$ (716,769)</b>	<b>\$ 1,333,851</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 213,179,903</u></b>	<b><u>\$ 201,161,010</u></b>	<b><u>\$ 12,018,893</u></b>	<b><u>\$ 140,598,624</u></b>	<b><u>\$ 141,675,108</u></b>	<b><u>\$ (1,076,484)</u></b>	<b><u>\$ 13,095,377</u></b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR COMPARISON**  
**FOR THE MONTH ENDING DECEMBER 31, 2023 AND YEAR-TO-DATE**

	<b>FY 24 MONTH ACTUAL</b>	<b>FY 23 MONTH ACTUAL</b>	<b>FY 23 - 24 SAME MONTH COMPARISON</b>	<b>FY 24 YEAR-TO-DATE ACTUAL</b>	<b>FY 23 YEAR-TO-DATE ACTUAL</b>	<b>FY 23 - 24 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>						
TOLLS	\$ 60,281,479	\$ 53,753,702	\$ 6,527,777	\$ 353,555,997	\$ 284,864,981	\$ 68,691,016
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	675,000	581,950	93,050	\$ 3,801,861	3,212,676	589,185
TRANSPONDER SALES	160,191	176,103	(15,912)	\$ 1,042,768	1,107,420	(64,652)
OTHER OPERATING	236,285	200,911	35,374	\$ 1,178,472	938,731	239,741
INTEREST	1,574,530	942,473	632,057	\$ 8,971,825	3,789,725	5,182,100
MISCELLANEOUS	76,034	66,644	9,390	\$ 470,373	410,278	60,095
<b>TOTAL REVENUES</b>	<b>\$ 63,003,519</b>	<b>\$ 55,721,783</b>	<b>\$ 7,281,736</b>	<b>\$ 369,021,296</b>	<b>\$ 294,323,811</b>	<b>\$ 74,697,485</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	\$ 5,538,975	\$ 6,230,055	\$ (691,080)	\$ 33,761,957	\$ 32,310,246	\$ 1,451,711
MAINTENANCE	1,749,839	1,663,777	86,062	\$ 7,397,021	6,877,157	519,864
ADMINISTRATION	1,135,155	989,250	145,905	\$ 5,579,978	4,907,389	672,589
OTHER OPERATING	450,666	-	450,666	\$ 981,535	412,487	569,048
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 8,874,636</b>	<b>\$ 8,883,082</b>	<b>\$ (8,446)</b>	<b>\$ 47,720,491</b>	<b>\$ 44,507,279</b>	<b>\$ 3,213,212</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 54,128,883</b>	<b>\$ 46,838,701</b>	<b>\$ 7,290,182</b>	<b>\$ 321,300,804</b>	<b>\$ 249,816,532</b>	<b>\$ 71,484,272</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 18,384,139</b>	<b>\$ 17,936,965</b>	<b>\$ 447,174</b>	<b>\$ 108,120,901</b>	<b>\$ 109,217,908</b>	<b>\$ (1,097,007)</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 35,744,744</u></b>	<b><u>\$ 28,901,736</u></b>	<b><u>\$ 6,843,008</u></b>	<b><u>\$ 213,179,903</u></b>	<b><u>\$ 140,598,624</u></b>	<b><u>\$ 72,581,279</u></b>

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# E.3.

## Executive Director's Report

## Executive Director Report January-February 2024

### 2023 TOLL RELIEF PROGRAM UPDATE

The 2023 Florida Toll Relief Program allowed E-PASS customers to save \$132.5M on tolls last year. 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 received a 50% credit to their account. The state program ended December 31, 2023. CFX was reimbursed from the state general revenue funds.

### LEGISLATIVE MEETINGS

The Florida Legislative Session kicked off in January. Sue Chrzan and I spent a couple of days in Tallahassee meeting with legislators, as well as Florida House and Senate staff. We shared information on our SR 516 project as well as updates to other projects we are developing in our region. For this session, we are monitoring bill activities and have no specific agenda or requests.

### TRANSPORTATION PARTNERSHIPS

#### TEAMFL

The CFX team – including one of our contractors and the Florida Highway Patrol – were part of a breakout session at the January meeting in Orlando. The CFX team consisted of Dana Chester (Director of Engineering) as the moderator, Angela Melton (Director of Customer Experience and Marketing), Don Budnovich (Director of Maintenance), and Bryan Homayouni (Director of Intelligent Transportation Systems). The panelist shared how to drive organizational culture of safety through engineering, technology and behavioral change. Lisa Lumbard, CFO moderated a focus session on “Toll Road Bond Market” where she led the discussion of experts on a bond market update, toll sector issuers in Florida and nationally, and rating agency trends. Thank you to the CFX team for sharing their talents and expertise.

#### Consumer Electronics Show

CFX staff participated in a trip to the Consumer Electronics Show this year where they had an opportunity to get a first-hand look at the latest transportation innovations coming to market. Our team was excited to note, among the wide range of technologies on display, continuing advancements in electrification, self-driving and roadside safety technologies. We would like to thank Senator Jeff Brandes for extending this opportunity to CFX and organizing the tour for the Florida government attendees.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## WEKIVA PARKWAY

On Friday, January 26th the Florida Department of Transportation opened the final segment of the beltway around metro Orlando, the Wekiva Parkway. Board members CJ Maier and Seminole County Commissioner Andria Herr were in attendance with numerous community members and current and former elected officials. I was fortunate enough to join FDOT Secretary Jared Purdue, FDOT District 5 Secretary John Tyler, Seminole County Commissioner Lee Constatine and Executive Director of the St Johns River Water Management District, Michael A. Register in the ribbon cutting ceremony. This project has been a long-awaited transportation solution for our region that has become a model for collaborative partnerships.

## OLYMPIC MARATHON TRIALS

CFX was excited to help support the Olympic Marathon Trials that were held this past weekend in Orlando. Over the past year our team has been coordinating with the City of Orlando, Orlando Police Department, Orlando Sport Commission and Track Shack to assist with the traffic management component of such a big event held in our community. Congratulations to everyone on the success of this extraordinary event. A special thanks to our CFX team including David Falk, Donald Budnovich, James Bradford, Matt Bryant and Marcos Ingles (Jorgenson).

## COMMUNITY PARTNERSHIPS

### 6th Annual Chili Cook-off

The 6th annual Chili Cook-Off held on January 25 was a huge success! Record attendance and a beautiful day made for a great event. This event continues to grow every year with more than 250 in attendance and 29 competitors. Congratulations to this year's winners!

#### Winners

Best Presentation

1<sup>st</sup> Place

2<sup>nd</sup> Place

3<sup>rd</sup> Place

GEC, Inc.

Chaitali Prajapati, PI Consulting Service, LLC

Keith Jackson, Dewberry

Steve Johnston, TLP Engineering

## CFX INDUSTRY FORUM

On January 11th, CFX held our Semi-Annual Industry forum. The forum is held for our industry partner consultants and contractors to provide information about the upcoming Work Program projects that will be advertised in 2024. There were over

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

80 attendees in person and over 250 attendees that attended virtually. Presentations made during the forum included how to do business with CFX, our business opportunities program, and upcoming advertisement dates for design and construction projects. Our next forum will be held in July.

## UPCOMING EVENT: GROUNDBREAKING EVENT FOR SR 516 (LAKE/ORANGE EXPRESSWAY)

We are pleased to announce that we have scheduled the groundbreaking event for SR 516 for the morning of April 4th. The groundbreaking event will be just that...held out in the middle of a field where the roadway will be – and on the Lake/Orange County line. We'll have more details in the official invitation, but please mark your calendars for this event.

## MEETINGS AND PRESENTATIONS

- Dec 14, 2023: E-ZPass Executive Management Committee meeting
- Dec 14, 2023: North Lake Mann Community Presentation
- Dec 21, 2023: Osceola County Local Government Communicators Meeting
- Jan 09, 2024: Consumer Technology Association Annual Trade Show
- Jan 11, 2024: CFX Industry Forum
- Jan 11-12, 2024: TEAMFL Quarterly Meeting
- Jan 16, 2024: University of Florida Transportation Institute Advisory Board Meeting
- Jan 17, 2024: Civil Infrastructure Technologies for Safety and Resilience Workshop
- Jan 19, 2024: Wekiva Wyld Oaks Groundbreaking Event
- Jan 22, 2024: Women In Transportation Council Meeting
- Jan 25, 2024: CFX Annual Chili Cook-off Event
- Jan 26, 2024: FDOT Wekiva Parkway Grand Opening Event
- Feb 05, 2024: Electric Vehicle Pilot Projects Think Tank Meeting
- Feb 7-8, 2024: E-ZPass Executive Management Committee Meeting



## PERFORMANCE DASHBOARD

**NOVEMBER 2023**

Fiscal year runs from July 1 - June 30

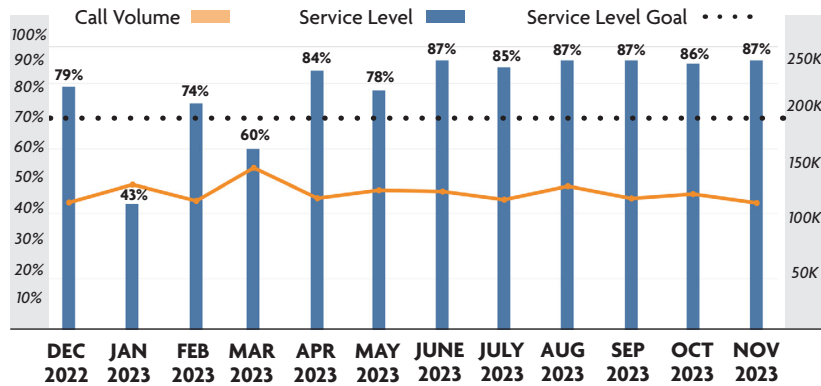
### CUSTOMER SERVICE

#### CALL CENTER | Average Customer Call Time

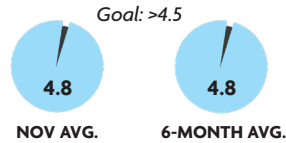
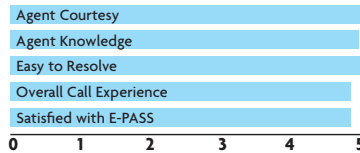
	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	118,852	125,151	00:24	<1m

#### CALL CENTER: % MINUTE INTERVALS

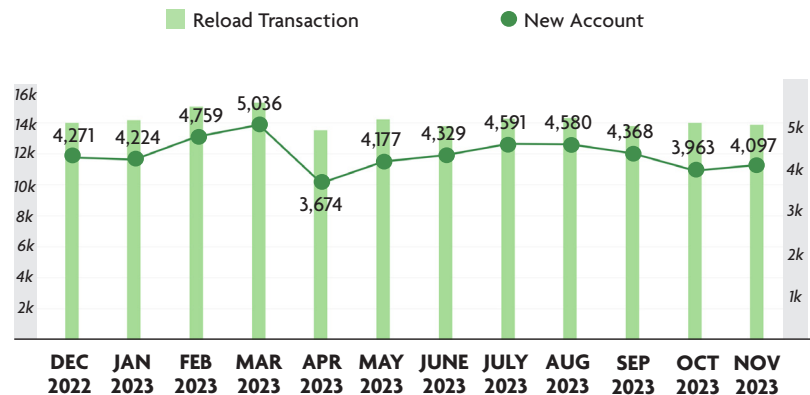
<1 1-3 3-5 5+



#### CALL CENTER | Satisfaction Survey (Rating Scale 1-5)



### 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	\$96.9	\$95.5	99%	99%		Jan. 2024
417-141	SR 417 Widening, International Dr. to John Young Pkwy	\$84.2	\$77.8	90%	92%		Apr. 2024
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.9	\$99.9	86%	85%		May 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$78.9	\$62.5	88%	79%		Apr. 2024
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$62.1	\$44.4	84%	72%		Apr. 2024
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$92.9	\$61.0	84%	66%		May 2024
429-154	SR 429 Widening, Tilden Rd to FTE	\$98.3	\$78.9	66%	80%		Oct. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$179.5	\$110.6	63%	62%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$133.3	\$91.4	56%	69%		Apr. 2025

LEGEND: % Time - % Earned ≤ 10 11-20 ≥ 21

## FINANCIALS

### FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$306.0	\$299.7	2%
OM&A Expenses	\$38.8	\$43.2	10%
Net Revenue	\$177.4	\$165.9	7%

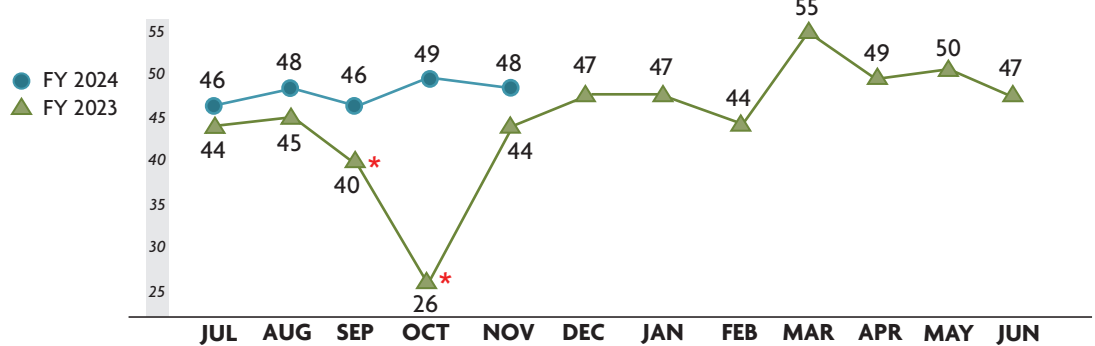
LEGEND: >= 0 -0.1 to -10 < -10.1

### DEBT SERVICE

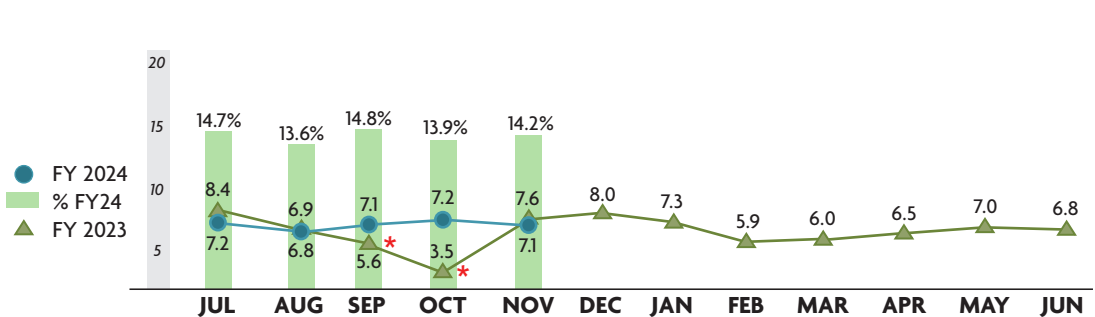
FY to Date	Actual	Budget
Senior Lien	2.95	2.92
Subordinate Lien	2.80	2.78

LEGEND: >= 1.45 1.20 to 1.44 < 1.20

### TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



### NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



\*All plazas had tolls suspended in FY23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22.

## PERFORMANCE DASHBOARD

**DECEMBER 2023**

Fiscal year runs from July 1 - June 30

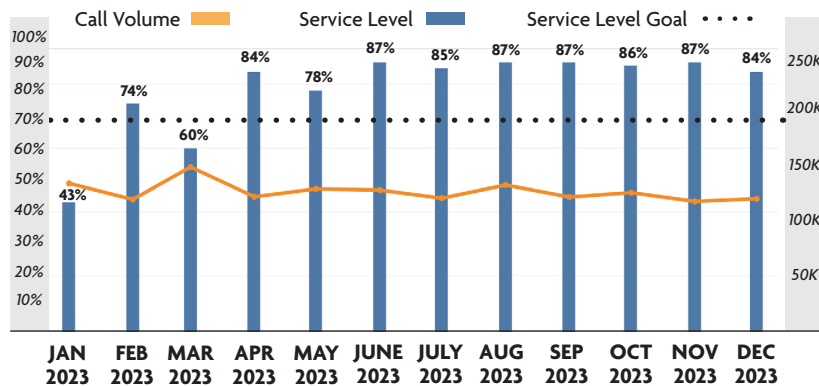
### CUSTOMER SERVICE

#### CALL CENTER | Average Customer Call Time

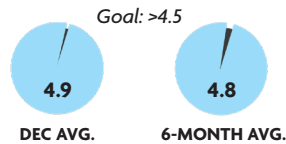
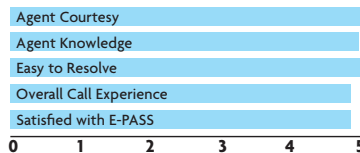
Activity		Monthly Avg. Wait Time	
Actual	6 mo. Avg	Actual	Target
Call Center	121,174	123,928	00:28 <1m

#### CALL CENTER: % MINUTE INTERVALS

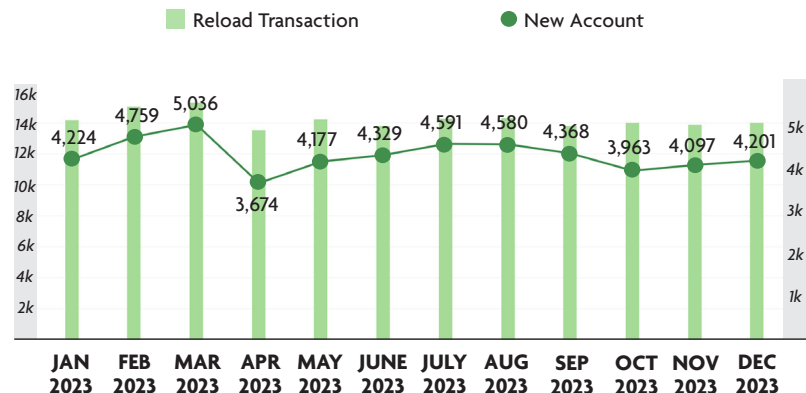
<1 1-3 3-5 5+



#### CALL CENTER | Satisfaction Survey (Rating Scale 1-5)



### 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	\$96.9	\$95.5	98%	99%		Feb. 2024
417-141	SR 417 Widening, International Dr. to John Young Pkwy	\$86.2	\$79.1	94%	92%		Apr. 2024
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$119.0	\$101.8	89%	86%		May 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$79.0	\$63.6	91%	80%		Mar. 2024
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$62.4	\$45.9	88%	74%		Apr. 2024
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$92.9	\$63.7	87%	69%		May 2024
429-154	SR 429 Widening, Tilden Rd to FTE	\$98.3	\$82.5	69%	84%		Oct. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$179.5	\$115.2	66%	64%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$134.9	\$93.7	59%	70%		Apr. 2025

LEGEND: % Time - % Earned ≤ 10 11-20 ≥ 21

### FINANCIALS

#### FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$369.0	\$362.2	2%
OM&A Expenses	\$47.7	\$52.3	9%
Net Revenue	\$213.2	\$201.2	6%

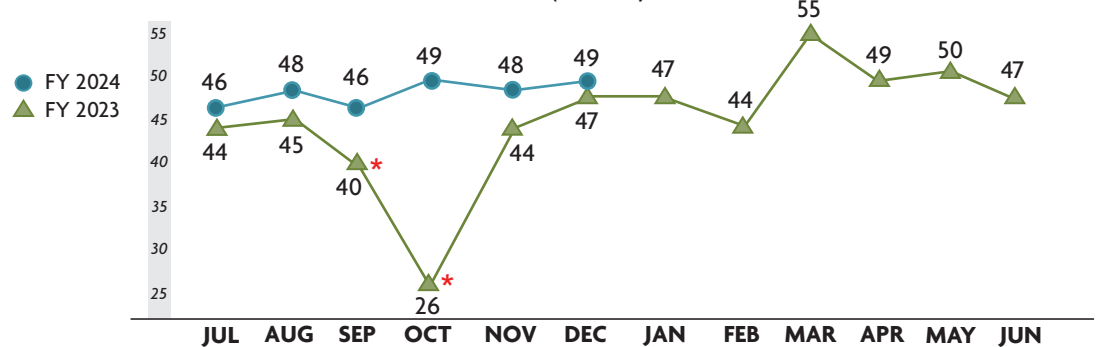
LEGEND: >= 0 -0.1 to -10 < -10.1

#### DEBT SERVICE

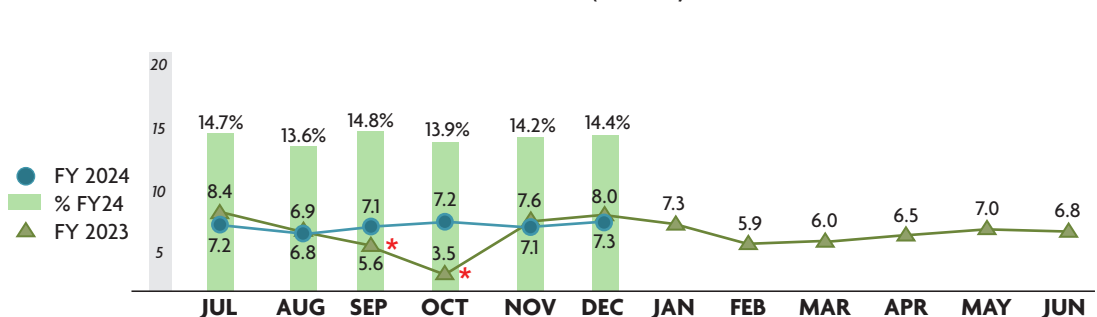
FY to Date	Actual	Budget
Senior Lien	2.94	2.92
Subordinate Lien	2.80	2.78

LEGEND: >= 1.45 1.20 to 1.44 < 1.20

#### TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



#### NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



\*All plazas had tolls suspended in FY23 due to Hurricane Ian from 5 PM on 9/27/22 through 6 AM on 10/15/22.

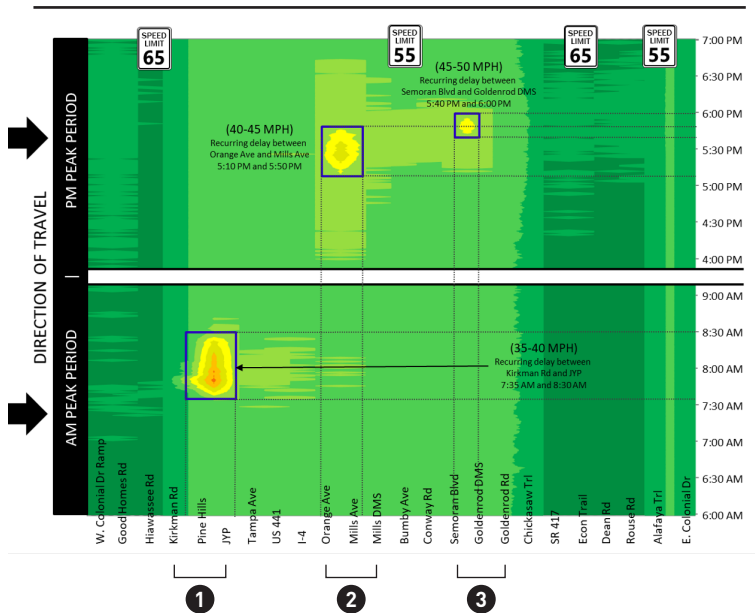
# TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update  
October - December 2023

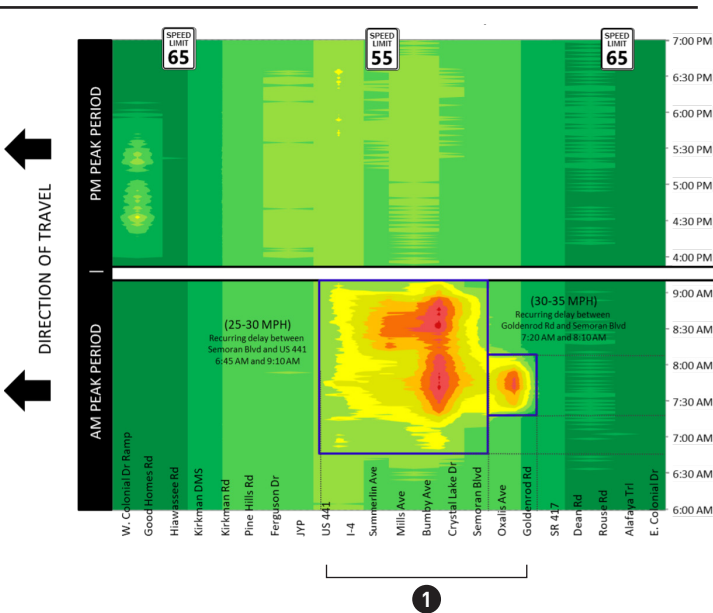
Map Scale in Miles Per Hour			
65-70	30-35	25-30	20-25
60-65	25-30	20-25	15-20
55-60	15-20	10-15	5-10
50-55	10-15	5-10	0-5
45-50	5-10	0-5	
40-45			
35-40			



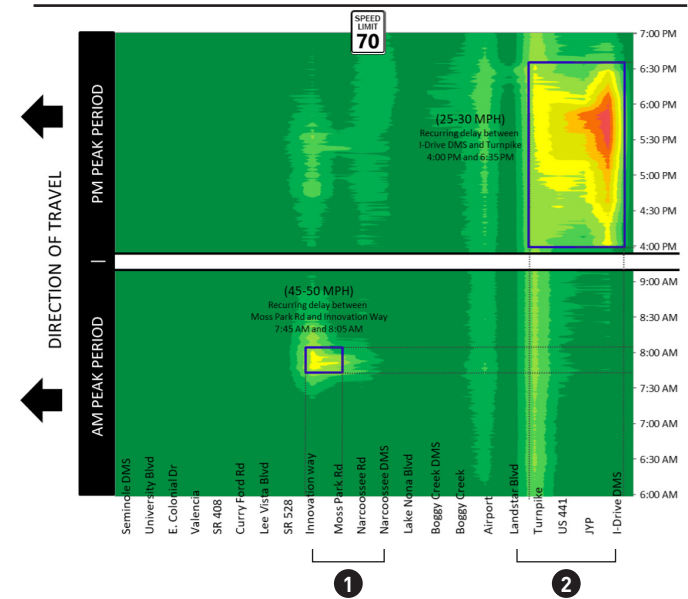
## SR 408 Eastbound



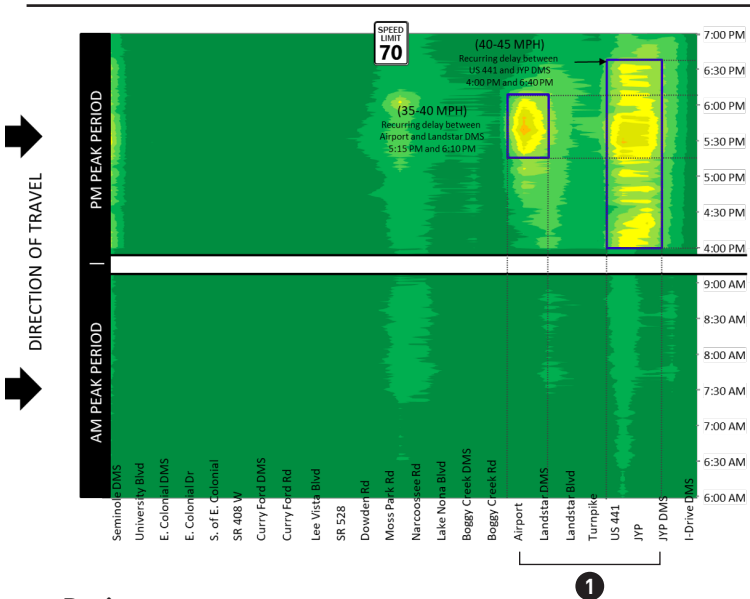
## SR 408 Westbound



## SR 417 Northbound



## SR 417 Southbound



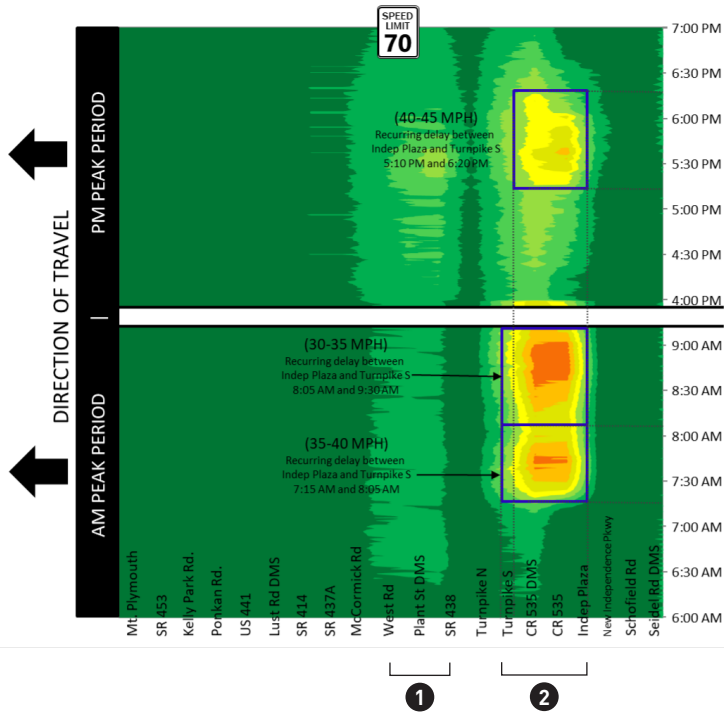
# TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update  
October - December 2023

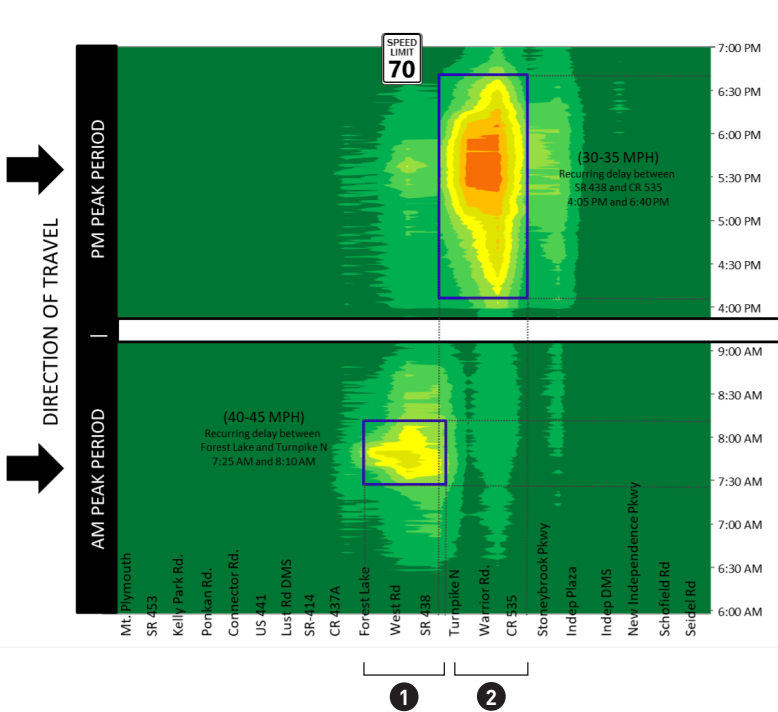
Map Scale in Miles Per Hour

65-70	30-35
60-65	25-30
55-60	20-25
50-55	15-20
45-50	10-15
40-45	5-10
35-40	0-5

**SR 429 Northbound**



**SR 429 Southbound**



**Projects:**

1. Construction underway – widen SR 429 from *Florida's Turnpike* to *West Road*. Construction completion early 2025.
2. Construction underway – widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion early 2025.

**Projects:**

1. Construction underway – widen SR 429 from *Florida's Turnpike* to *SR 414*. Construction completion early 2025.
2. Construction underway – widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion early 2025.

**F.**

## **Regular Agenda Items**

**F. 1.**

**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**

**F. 2.**



**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**

**F. 3.**



# **Northeast Connector Expressway – Phase 2 Project Development and Environment (PD&E) Study**

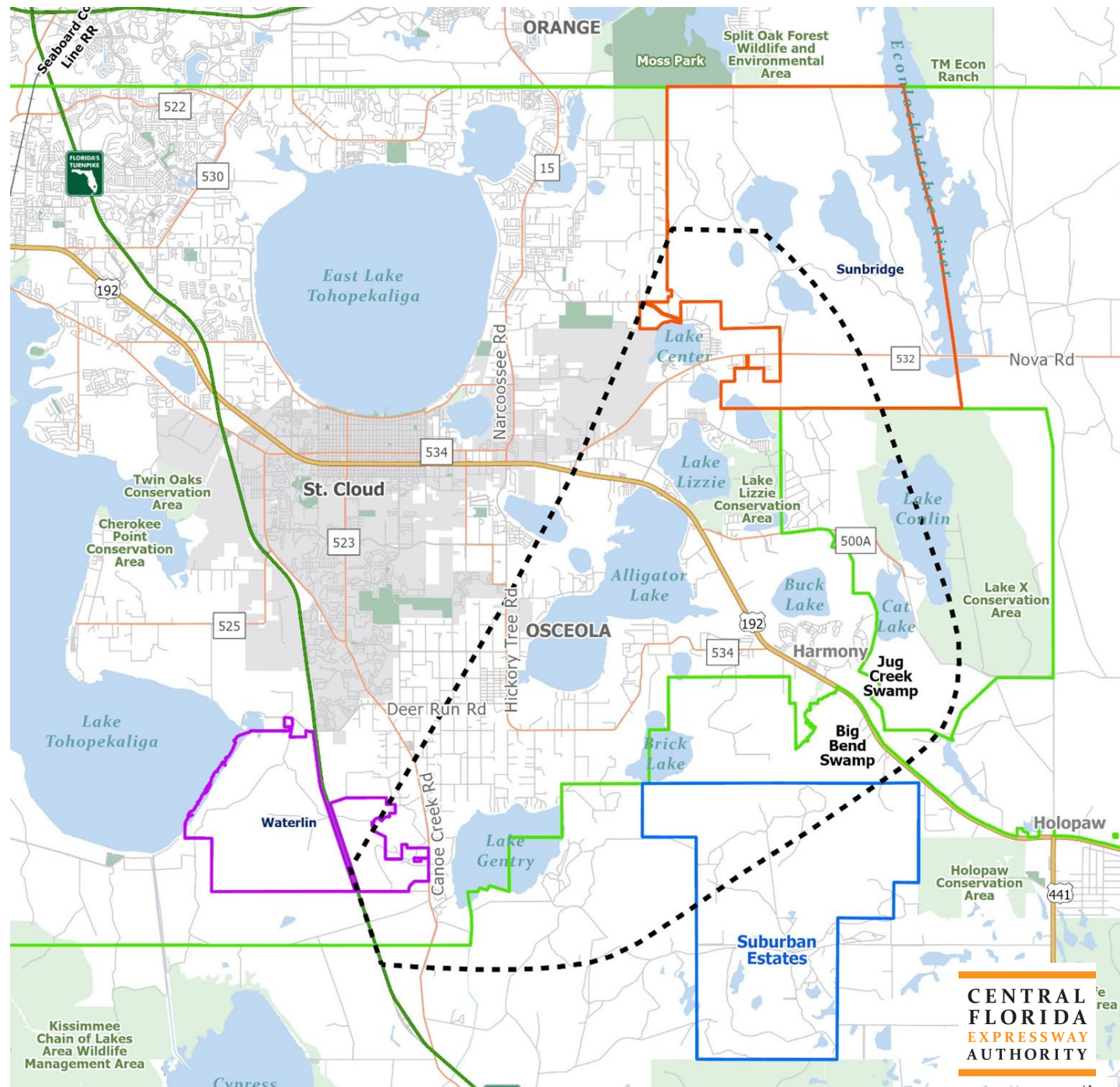
Dana Chester, PE, Director of Engineering

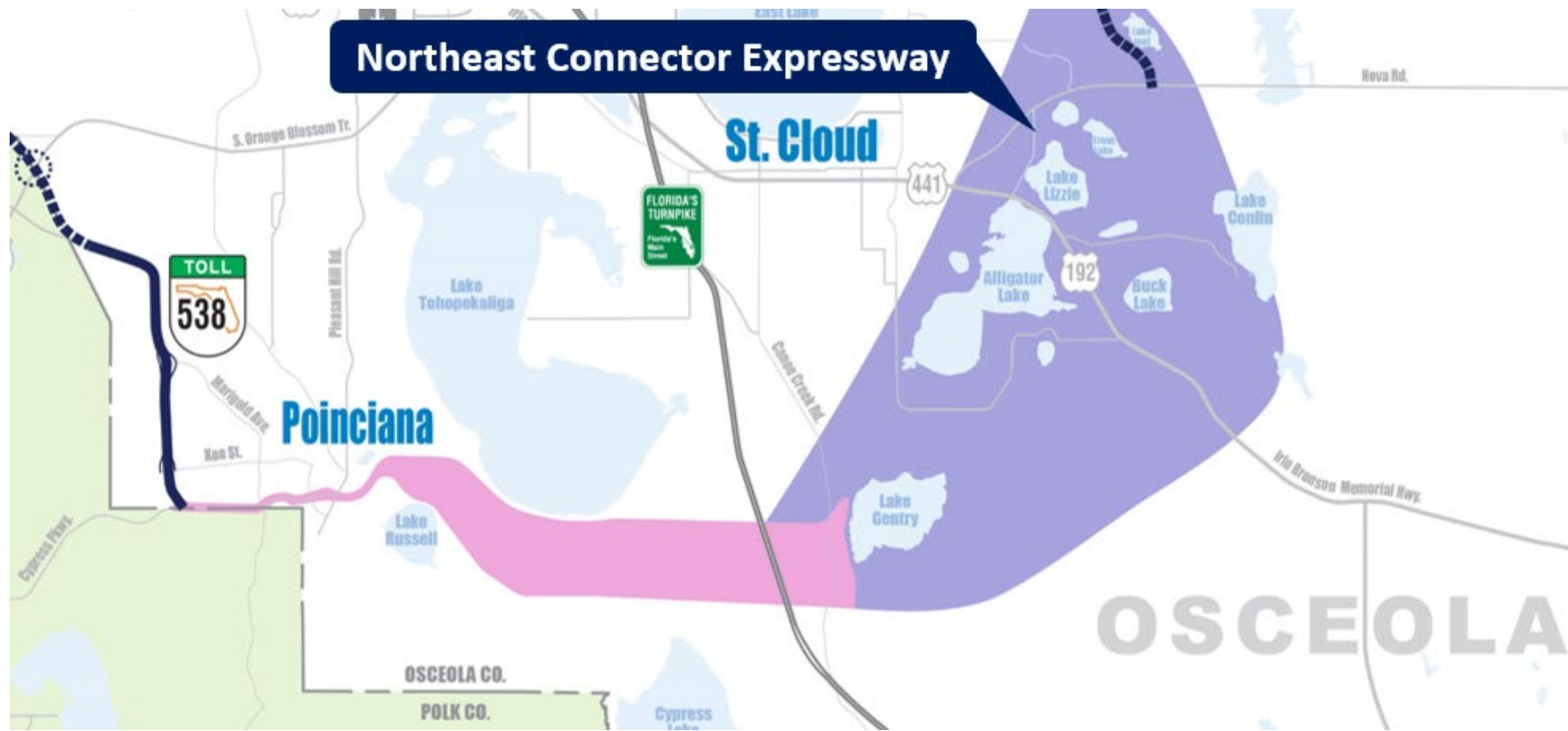
**— February 8, 2024—**



# Project Location

- 15-20 Mile Expressway
- Study area includes Urban Growth Boundary
- South Terminus
  - FTE/proposed Southport Connector Expressway
- North Terminus
  - Nova Road/SR 534
- Full connectivity at US 192



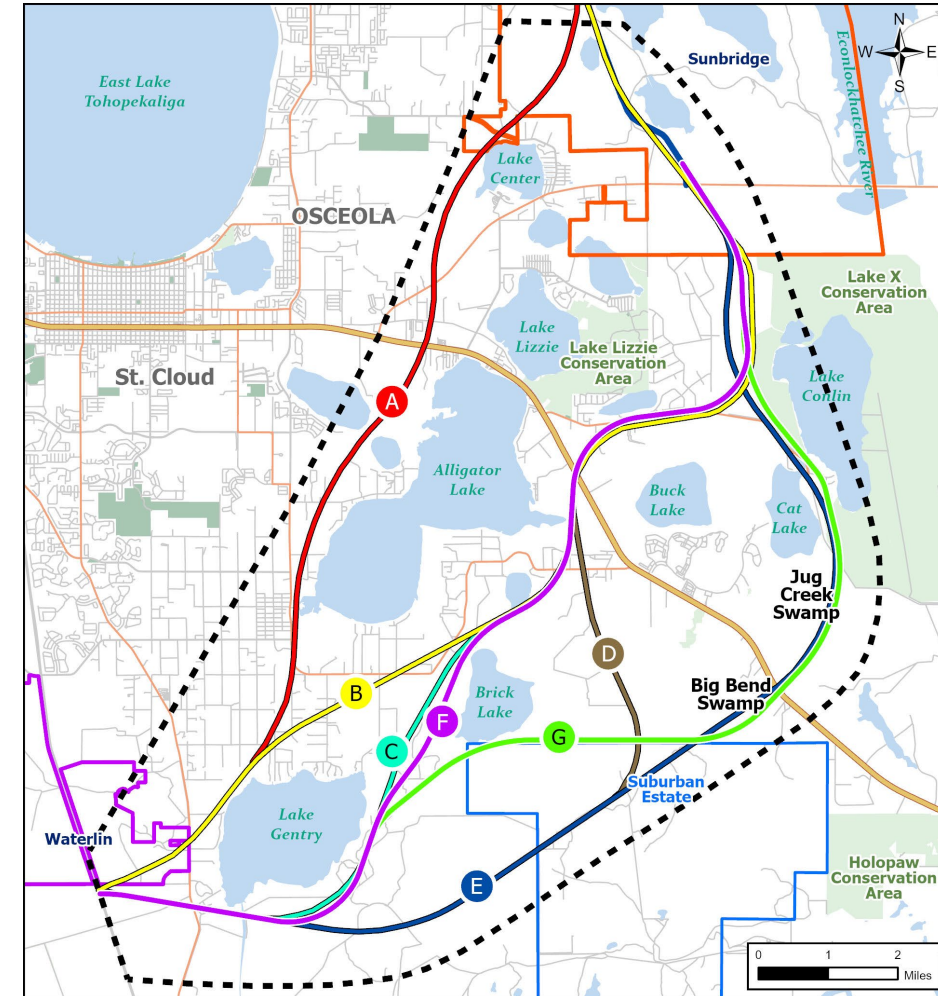


## PD&E Goals and Objectives

- 2045 Master Plan
- Provide additional vehicular capacity and mobility
- Provides regional connectivity
- Refine the alignments identified in the 2019 NE Connector Extension CF&M Study

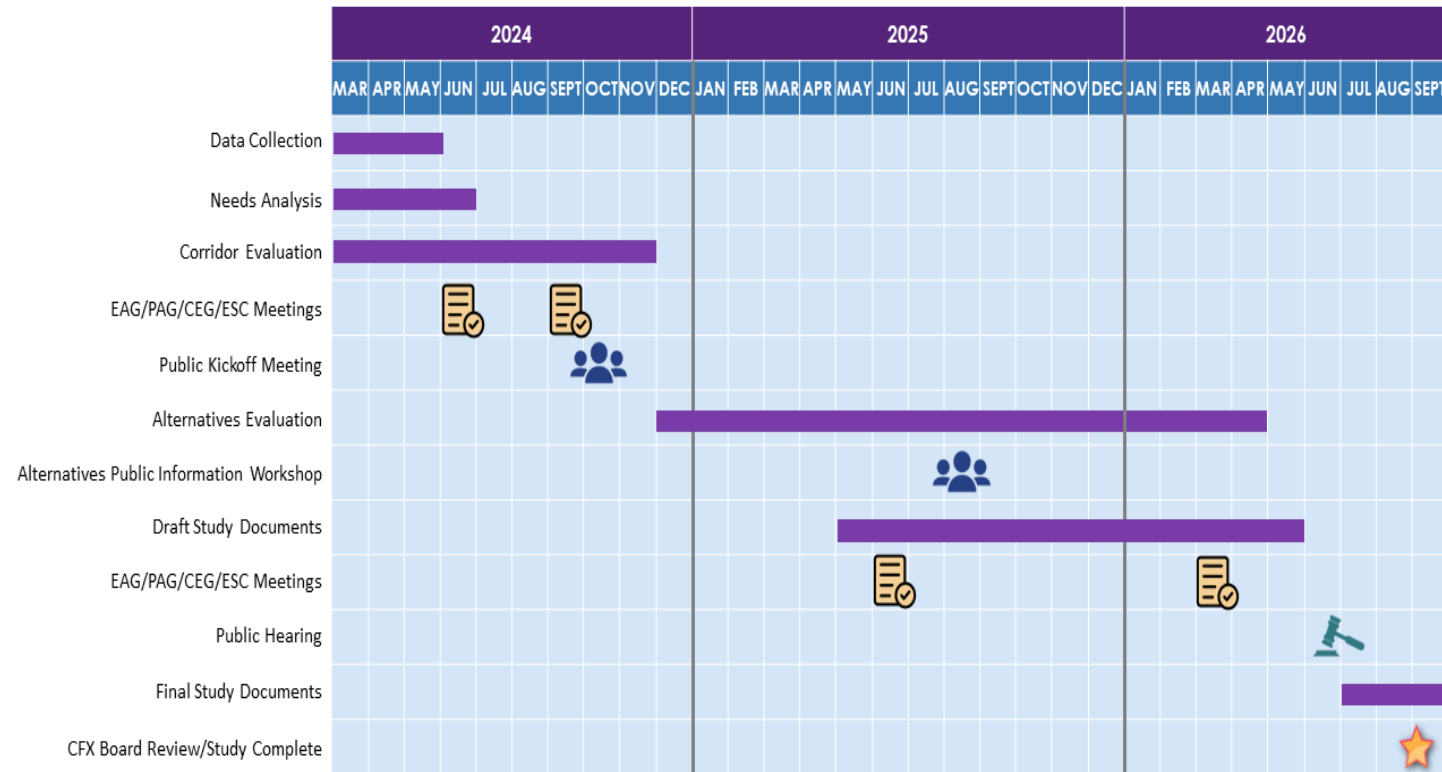
# Proposed Alignments for Study

- CF&M Study identified 5 Corridors (A – E)
- PD&E Study will review 7 Corridors (F & G added)
- Additional Corridors added due to new changes in the area
  - New developments and/or improved roadways



# Project Schedule

- Overall study schedule is 2 ½ years (30 months)
- Alternative Corridor Evaluation (ACE)
- Detailed analysis and evaluations of ACE approved corridors
- Aligns with Osceola County's Sunbridge Parkway PD&E





# Recommended Motion

Award of the contract to Vanasse Hangen Brustlin, Inc. for the Northeast Connector Phase 2 PD&E Study in the amount of \$4,200,000.00.



# **AGREEMENT**



**AND**

**VANASSE HANGEN BRUSTLIN, INC.**

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES  
FOR PROJECT DEVELOPMENT AND ENVIRONMENTAL  
(PD&E) STUDY OF THE NORTHEAST CONNECTOR  
EXPRESSWAY PHASE 2 PROJECT  
PROJECT NO. 599-247, CONTRACT NO. 002025**

**CONTRACT DATE: FEBRUARY 08, 2024  
CONTRACT AMOUNT: \$4,200,000.00**

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

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

**FOR**

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR  
PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY OF THE  
NORTHEAST CONNECTOR EXPRESSWAY PHASE 2 PROJECT**

**PROJECT NO. 599-247, CONTRACT NO. 002025**

**FEBRUARY 2024**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project 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.....	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....	7
10.0.	TERMINATION.....	7
11.0.	ADJUSTMENTS .....	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS .....	9
14.0.	THIRD PARTY BENEFICIARY .....	10
15.0.	INSURANCE.....	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS .....	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT .....	13
18.0.	DOCUMENTED ALIENS .....	14
19.0.	E-VERIFY CLAUSE.....	14
20.0.	INSPECTOR GENERAL .....	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT .....	14
22.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 .....	15
23.0.	AVAILABILITY OF FUNDS .....	15
24.0.	AUDIT AND EXAMINATION OF RECORDS .....	15
25.0.	GOVERNING LAW AND VENUE .....	16
26.0.	NOTICE .....	17
27.0.	HEADINGS .....	17
28.0.	CONTRACT LANGUAGE AND INTERPRETATION .....	17
29.0.	ASSIGNMENT .....	18
30.0.	SEVERABILITY .....	18
31.0.	INTEGRATION .....	18
32.0.	ATTACHMENTS.....	18

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

THIS AGREEMENT, made and entered into this 08<sup>th</sup> day of February 2024, 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 VANASSE HANGEN BRUSTLIN, 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 225 East Robinson Street, Ste. 300, Landmark Center Two, Orlando, FL 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Northeast Connector Expressway Phase 2 Project, Project Development and Environmental Study identified as Project No. 599-247 and Contract No. 002025.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of a project development and environmental study for the Northeast Connector Expressway Phase 2 Project. A Supplemental Agreement will be required for any additional work.

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

After the CFX's acceptance of the documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final report. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on the cover sheet of the record set, that the work shown in the report was produced by the CONSULTANT.

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

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

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

### 3.0. TERM OF AGREEMENT AND RENEWALS

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

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

### 4.0. PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the

CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

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

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

#### 5.0. PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECHO UES, Inc.	Class I and Class II
Environmental Transportation Planning, LLC	Class I
Geotechnical and Environmental Consultants, Inc.	Class II
Jacobs Engineering Group, Inc.	Class I
Southeastern Archaeological Research, Inc.	Class I
TLP Engineering Consultants, Inc.	Class I
Volkert, 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, 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, the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract, and if 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) that authorization will require CFX Board approval. 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.

## 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$4,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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



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

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 East Robinson Street, Ste. 300, Landmark Center Two, Orlando, FL 32801.

Notwithstanding Section 16, 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](mailto: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, board members, 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, board members, 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, board members, or employees during the performance of the Agreement.

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

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

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

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

### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 14.0. 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 coverage shall be maintained in accordance with the laws of the State of Florida. 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 companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. 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 (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

#### 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, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods

shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 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: Vanasse Hangen Brustlin, Inc.  
225 East Robinson Street, Ste. 300  
Landmark Center Two  
Orlando, FL 32801  
Attn: Sunserea Gates, PE

Vanasse Hangen Brustlin, Inc.  
225 East Robinson Street, Ste. 300  
Landmark Center Two  
Orlando, FL 32801  
Attn: Matt Lamb, 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 Board of Directors at its meeting on February 08, 2024.

**VANASSE HANGEN BRUSTLIN, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

BY: \_\_\_\_\_  
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: Jo O Thacker

**EXHIBIT A**

**SCOPE OF SERVICES**



# **Central Florida Expressway Authority**



## **SCOPE OF SERVICES**

**Project Development and Environment (PD&E) Study**

**SR 515 NORTHEAST CONNECTOR EXPRESSWAY  
PHASE 2**

***Osceola County***

***CFX Project # 599-247***

***Contract # 002025***

## Table of Contents

<b>1.0 PURPOSE .....</b>	<b>1</b>
<b>2.0 DESCRIPTION.....</b>	<b>2</b>
<b>2.1 STUDY OBJECTIVE .....</b>	<b>2</b>
<b>2.2 STUDY REQUIREMENTS AND PROVISIONS FOR WORK.....</b>	<b>3</b>
2.2.1 Governing Regulations	3
2.2.2 Personnel	4
2.2.3 Meetings and Presentations	4
2.2.4 Communication	5
2.2.5 Quality Control	5
2.2.6 Project Schedule	6
2.2.7 Submittals	6
<b>2.3 COORDINATION WITH OTHER ENTITIES.....</b>	<b>7</b>
<b>2.4 CONTRACT MANAGEMENT .....</b>	<b>7</b>
<b>2.5 ADDITIONAL SERVICES .....</b>	<b>7</b>
2.5.1 Alternative Corridor Evaluation	7
2.5.2 Project Kickoff Notification	7
<b>2.6 SERVICES TO BE PERFORMED BY CFX (N/A) .....</b>	<b>8</b>
<b>2.7 OPTIONAL SERVICES (N/A).....</b>	<b>8</b>
<b>3.0 PUBLIC ENGAGEMENT.....</b>	<b>9</b>
<b>3.1 PUBLIC ENGAGEMENT COORDINATION.....</b>	<b>9</b>
3.1.1 Public Engagement Plan	9
3.1.2 Public Engagement Data Collection	9
<b>3.2 SCHEDULED PUBLIC MEETINGS.....</b>	<b>9</b>
<b>3.3 PUBLIC HEARING .....</b>	<b>11</b>
<b>3.4 COMMENTS AND COORDINATION REPORT.....</b>	<b>11</b>

<b>3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A).....</b>	<b>11</b>
<b>3.6 ADDITIONAL PUBLIC ENGAGEMENT REQUIREMENTS.....</b>	<b>12</b>
<b>4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS.....</b>	<b>13</b>
<b>4.1 REVIEW OF PREVIOUS STUDIES.....</b>	<b>13</b>
<b>4.2 EXISTING CONDITIONS ANALYSIS.....</b>	<b>13</b>
<b>4.3 SURVEY.....</b>	<b>14</b>
<b>4.4 GEOTECHNICAL INVESTIGATION.....</b>	<b>14</b>
<b>4.5 TRAFFIC ANALYSIS.....</b>	<b>14</b>
4.5.1 – 4.5.5 (N/A)	14
4.5.6 Existing Traffic Operations Analysis	15
4.5.7 – 4.5.11 (N/A)	15
4.5.12 Project Traffic Analysis Report	15
4.5.13 Interchange Access Request	15
4.5.14 Traffic Data for Noise Study	15
4.5.15 Traffic Data for Air Analysis	15
4.5.16 Signalization Analysis	15
<b>4.6 SIGNAGE (N/A) .....</b>	<b>15</b>
<b>4.7 TOLLING CONCEPTS.....</b>	<b>15</b>
<b>4.8 SAFETY.....</b>	<b>16</b>
<b>4.9 UTILITIES AND RAILROADS.....</b>	<b>16</b>
<b>4.10 ROADWAY ANALYSIS.....</b>	<b>16</b>
4.10.1 Design Controls and Criteria	16
4.10.2 Typical Section Analysis	16
4.10.3 Geometric Design	16
4.10.4 Intersections and Interchange Evaluation	16
4.10.5 Access Management	17
4.10.6 Multimodal Accommodations	17

4.10.7 Maintenance of Traffic	17
4.10.8 Lighting	17
<b>4.11 IDENTIFY PROJECT / CONSTRUCTION SEGMENTS .....</b>	<b>17</b>
<b>4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (N/A) .....</b>	<b>17</b>
<b>4.13 STRUCTURES.....</b>	<b>17</b>
4.13.1 Existing Structures	17
4.13.2 Structure Typical Sections	18
4.13.3 Structure Design Alternatives	18
<b>4.14 DRAINAGE.....</b>	<b>18</b>
4.14.1 Floodplain and Environmental Permit Data Collection	18
4.14.2 Drainage Analysis	18
4.14.3 Floodplain Compensation Analysis	18
4.14.4 Stormwater Management Analysis	18
4.14.5 Drainage Design (N/A)	19
4.14.6 Location Hydraulics Report	19
4.14.7 Bridge Hydraulic Evaluation	19
<b>4.15 LANDSCAPING ANALYSIS (N/A).....</b>	<b>19</b>
<b>4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES.....</b>	<b>19</b>
4.16.1 Construction Cost Estimates	19
4.16.2 Right of Way Cost Estimates	19
<b>4.17 ALTERNATIVES EVALUATION.....</b>	<b>20</b>
4.17.1 Comparative Alternatives Evaluation	20
4.17.2 Selection of Preferred Alternative	20
4.17.3 Value Engineering (N/A)	20
<b>4.18 CONCEPT PLANS.....</b>	<b>20</b>
4.18.1 Base Map	20
4.18.2 Alternatives Concept Plans	20

4.18.3 Preferred Alternative Concept Plans	21
4.18.4 Typical Section Package	21
4.18.5 Design Exceptions and Design Variations (N/A)	21
<b>4.19 TRANSPORTATION MANAGEMENT PLAN (N/A)</b>	<b>21</b>
<b>4.20 RISK MANAGEMENT (N/A)</b>	<b>21</b>
<b>4.21 ENGINEERING ANALYSIS DOCUMENTATION</b>	<b>21</b>
<b>4.22 PLANNING CONSISTENCY</b>	<b>21</b>
4.22.1 Transportation Plans	21
4.22.2 Planning Consistency Form (N/A)	22
<b>4.23 TRANSIT SYSTEMS AND SERVICE</b>	<b>22</b>
<b>5.0 ENVIRONMENTAL ANALYSIS AND DOCUMENTATION</b>	<b>23</b>
<b>5.1 SOCIOCULTURAL EFFECTS</b>	<b>23</b>
5.1.1 Social	23
5.1.2 Economic	23
5.1.3 Land Use Changes	24
5.1.4 Mobility	24
5.1.5 Aesthetics	24
5.1.6 Relocation Potential (N/A)	24
<b>5.2 CULTURAL RESOURCES</b>	<b>24</b>
5.2.1 Archaeological and Historical Resources	24
5.2.2 Recreational/ Section 4(f) (N/A)	25
<b>5.3 NATURAL RESOURCES</b>	<b>25</b>
5.3.1 Wetlands	25
5.3.2 Essential Fish Habitat	25
5.3.3 Wildlife and Habitat	25
5.3.4 Natural Resources Evaluation Report	25
5.3.5 Water Quality	25

5.3.6 Special Designations	26
5.3.7 Identify Permit Needs	26
5.3.8 Farmlands (N/A)	26
<b>5.4 PHYSICAL EFFECTS.....</b>	<b>26</b>
5.4.1 Noise	26
5.4.2 Transit Noise and Vibration Analysis (N/A)	26
5.4.3 Air Quality	26
5.4.4 Construction Impact Analysis	26
5.4.5 Contamination	27
<b>5.5 CUMULATIVE EFFECTS EVALUATION (N/A).....</b>	<b>27</b>
<b>5.6 PROJECT COMMITMENTS .....</b>	<b>27</b>
<b>6.0 ENVIRONMENTAL DOCUMENT.....</b>	<b>28</b>
 <b>ATTACHMENT A – GENERAL LOCATION MAP</b>	 <b>29</b>
<b>ATTACHMENT B - DESIGN CRITERIA</b>	<b>30</b>

# **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**

## **PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

### **SR 515 NORTHEAST CONNECTOR EXPRESSWAY PHASE 2**

#### **1.0 PURPOSE**

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 as described below.

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 engagement consultant (PEC) Quest Corporation of America.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment (PD&E) 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.

The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public engagement 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 the GEC's directions that are within the purview of this Agreement. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services.

## 2.0 DESCRIPTION

An expressway connection from Florida's Turnpike (SR 91) northeast to US 192 and north toward SR 534 has been an identified need in various local long-range transportation plans and master plans. The Osceola County Expressway (OCX) Authority 2040 Master Plan identified a proposed limited-access beltway that stretched from I-4/SR 429 on the west, travelled southeast to the Poinciana area, travelled east towards Florida's Turnpike, travelled northeast to US 192, and then travelled north to SR 417 on the east. CFX incorporated the OCX 2040 Master Plan into its 2040 Master Plan and initiated Concept, Feasibility, and Mobility (CF&M) studies, which were completed in 2018, on the four proposed beltway segments to evaluate the feasibility of an outer beltway. In its recently adopted 2045 Master Plan, CFX considered a further expansion of the proposed outer beltway to consist of a segment of the Northeast Connector Expressway combined with the proposed East Central Florida Corridor Task Force Corridor I (Northeast Connector Expressway Extension CF&M). The potential projects in the 2045 Master Plan identify this segment of the proposed outer beltway as SR 515 that begins at Florida's Turnpike, travels to US 192, and then northward to SR 534 in eastern Osceola County. The CFX 2045 Master Plan identifies an additional proposed expressway segment from US 192 to SR 534 in central Osceola County.

Therefore, this PD&E Study will consider, analyze, and evaluate the location and potential phasing of an approximately 15-20-mile expressway connection from the Florida's Turnpike to US 192 and to SR 534. This PD&E Study will build upon the conclusions within the previous Northeast Connector Expressway CF&M Study, Northeast Connector Expressway Extension CF&M Study, as well as the CFX 2045 Master Plan. In general, the need for and goals of this study and project include, but are not limited to, the following:

- provide additional east-west routes within the project area,
- promote regional connectivity,
- maintain consistency with long-range transportation plans,
- enhance mobility of the area's growing population and economy and,
- provide for the incorporation of transit options

This PD&E study shall coordinate with CFX's current PD&E Study of the Southport Connector Expressway (SR 538) from Poinciana Parkway east to Florida's Turnpike and Canoe Creek Road to determine the ultimate interchange design of the Southport Connector Expressway at Florida's Turnpike and Canoe Creek Road.

The proposed Study Area for this project is depicted on **Attachment A**.

## 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 a Preferred Alternative for a proposed expressway from Florida's Turnpike to US 192 and to SR 534. All factors related to the design and location of the facility must be considered, including transportation needs, financial viability, social impacts, economic factors, environmental impacts, engineering analysis, and right of way requirements.

The specific objective of the study is to prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right of way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.



The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a Preferred Alternative alignment, will constitute Location and Design Concept Acceptance 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 CFX and 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
- FDOT Project Development & Environment Manual
- SocioCultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Interchange Access Request User's Guide
- Highway Capacity Manual
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- A Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Development of Pedestrian Facilities
- AASHTO Highway Safety Manual
- Right of way Mapping Handbook
- Right of way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Drainage Manual
- FDOT Drainage Design Guide
- Structures Manual
- CADD Manual
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- CFX Design Guidelines
- CFX PD&E Guidelines

### **2.2.2 Personnel**

The CFX will designate its Project Manager to represent the CFX for this Study. The CFX Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing, and reporting. The CFX Project Manager shall also be responsible for approval of any additional staffing to be provided including additional consultant staff (approval must be coordinated with the Procurement Office) and shall give approval of all products and services. The CFX will designate a Project Manager from the GEC to act on CFX's behalf in the day-to-day management of all activities involved in the completion of the study and document preparation. The CONSULTANT will assign a Project Manager who will communicate regularly with the GEC and CFX Project Managers regarding development of this Project. Final direction on all matters of this Project remains with the CFX Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed to CFX standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the CFX.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the experience and education established by the CFX as a prerequisite for CONSULTANT staff to perform work.

The CONSULTANT must request approval from the CFX's Project Manager and Procurement for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by CFX standards. The CFX shall not be bound by any unauthorized acts or conduct of CONSULTANT.

### **2.2.3 Meetings and Presentations**

The CONSULTANT shall meet with appropriate CFX, GEC, PEC 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. Provide 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-monthly basis for progress meetings; therefore, up to sixty (60) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

The CONSULTANT shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with GEC and CFX staff and /or resources agency staff, other consultants, or other miscellaneous meetings.

The CONSULTANT will attend meetings or make presentations at the request of the CFX with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the GEC Project Manager for review.

#### **2.2.4 Communication**

In most cases, the GEC Project Manager will be the representative of the CFX for the Project. The CONSULTANT must regularly communicate with the GEC Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT must include the CFX when seeking and receiving advice from various State, regional, and local agencies, and public groups. The final direction on all matters for this Project remains with the CFX Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project must be reviewed and approved by the GEC and CFX. The CONSULTANT must respond to information requests relative to the PD&E Study from third parties at the direction, and with the approval, of the CFX. The CONSULTANT will assist the CFX and PEC in preparing the content of the letters and/or emails from CFX personnel to other agencies, public officials, and others as needed or requested. Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX, GEC, and PEC for their records within one (1) week of the receipt of said correspondence.

#### **2.2.5 Quality Control**

The CFX requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the sub-CONSULTANTS) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the GEC Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONSULTANT Project Manager and the CONSULTANT QC Manager.

The CONSULTANT must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, Environmental Document, or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which show the QC Plan process was followed. The GEC Project Manager may request from the CONSULTANT document reviews and written resolution of comments at any time during the PD&E Study.

## 2.2.6 Project Schedule

This PD&E Study is expected to have a thirty (30) month duration. Within ten (10) business 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 GEC and CFX of any substantial potential schedule modifications. Any adjustments or changes to the approved project schedule must be approved by the CFX Project Manager.

## 2.2.7 Submittals

The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the GEC and CFX for review. The GEC and CFX will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, provide responses as applicable, and submit revised documents.

The CONSULTANT may be required to provide hard copies of the Draft (anticipated for Public Hearing) and Final (anticipated for CFX) required documents as listed below. These are the anticipated submittals for the project and this tabulation will be used for printing estimating purposes. The GEC Project Manager will determine the final number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

### Provisions for Work:

Quality Control Plan  
Project Schedule

### Hard Copies:

N/A\*  
N/A\*

### Engineering Items:

Existing Conditions Technical Memorandum  
Alternative Corridor Evaluation Report (ACER)  
Location Hydraulics Report  
Pond Siting Report  
Conceptual Design Roadway Plan Set  
Geotechnical Report  
Typical Section Package  
Utility Assessment Package  
Draft Preliminary Engineering Report  
Final Preliminary Engineering Report (Signed and Sealed)  
Interchange Access Request / Interchange Justification Report

### Hard Copies:

2  
2  
2  
2  
2  
2  
2  
2  
2  
2  
N/A – T&RC report

### Environmental Items:

Project Kickoff Notification Package  
Public Engagement Plan  
Noise Study Report  
Air Quality Report/Tech Memo  
Contamination Screening Evaluation Report  
Natural Resource Evaluation  
Cultural Resource Assessment Survey  
Water Quality Impact Evaluation  
Public Hearing Transcript

### Hard Copies:

1  
N/A – PEC report  
2  
2  
2  
2  
2  
2  
N/A – PEC report

Comments & Coordination Report	N/A – PEC report
Draft Project Environmental Impact Report	2
Final Project Environmental Impact Report	2

*\* Electronic submittal only*

Upon completion of the study, the CONSULTANT shall deliver to the CFX and GEC, in an organized manner via USB drive or online download, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

## **2.3 COORDINATION WITH OTHER ENTITIES**

The CONSULTANT will coordinate work activities with any known ongoing and/or planned projects that may affect this project as well as 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 this study with all other studies and projects within the project area – including, but not limited to, FDOT, Florida’s Turnpike Enterprise (FTE), Osceola County, and CFX (e.g., Southport Connector Expressway (SR 538) PD&E Study, SR 534 Design).

## **2.4 CONTRACT MANAGEMENT**

Progress reports shall be delivered to the CFX in a format as prescribed by the CFX and no less than five (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 CFX and GEC Project Managers by comparing the reported percent complete against actual work accomplished.

## **2.5 ADDITIONAL SERVICES**

### **2.5.1 Alternative Corridor Evaluation**

The CONSULTANT shall conduct an Alternative Corridor Evaluation and prepare an Alternative Corridor Evaluation Report (ACER) before proceeding with detailed alternatives analysis. Using the study area data, the Northeast Connector Expressway CF&M Study, the CFX 2045 Master Plan, and the CONSULTANT’S overall understanding of the study area, the CONSULTANT shall review the previous studies and Master Plan to confirm feasible corridors and determine if other feasible corridors exist within which alternative alignments should be developed. The corridor analysis shall be performed in accordance with the PD&E Manual and shall be documented in the ACER.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of feasible corridors.

### **2.5.2 Project Kickoff Notification**

At the beginning of the project, in coordination with the PEC, the CONSULTANT will prepare the Project Kickoff Notification and letters for distribution to officials, agencies, and organizations.

## **2.6 SERVICES TO BE PERFORMED BY THE CFX**

N/A

## **2.7 OPTIONAL SERVICES**

N/A

### **3.0 PUBLIC ENGAGEMENT**

Public engagement includes communicating to and receiving information from all interested persons, groups, business owners, and government organizations on topics related to the PD&E Study. The CFX Public Engagement Consultant (PEC) shall perform and coordinate the appropriate level of public engagement for this project as outlined in the PD&E Manual and the following sections. The CONSULTANT shall perform or provide support to the PEC on the tasks identified below.

#### **3.1 PUBLIC ENGAGEMENT COORDINATION**

All public engagement tasks and activities will be coordinated with the GEC and CFX.

##### **3.1.1 Public Engagement Plan**

The PEC will prepare a comprehensive Public Engagement Plan (PEP) and submit to the CONSULTANT and GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PEP is to establish and maintain a strategy and schedule for early, meaningful, and continuous public and stakeholder engagement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PEP.

The PEC shall perform activities necessary to support the PEP that includes the identification of stakeholders and interested parties and the preparation of meeting notes.

##### **3.1.2 Public Engagement Data Collection**

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- a. Affected residents, business tenants, and property owners within the project area.
- b. Interested parties, including:
  - 1. Residents/property owners within 300 feet of the alternative alignments. If the 300-foot buffer encroaches on a subdivision or other neighborhood, all property owners within the neighborhood will be included in the notification,
  - 2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- c. Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the PEC and GEC a computer file of the mailing list certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

#### **3.2 SCHEDULED PUBLIC MEETINGS**

The CONSULTANT will actively support the CFX and PEC in conducting various public meetings, which may be conducted after normal working hours. The CONSULTANT will support the CFX and PEC in the preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include those identified below.

For each meeting, the CONSULTANT may be required to prepare and/or provide:

- a. Agenda
- b. Presentation – including script
- c. Handouts
- d. Graphics for presentation and/or display

For each meeting, the PEC shall prepare and/or provide:

- a. Display advertisements (the CFX or PEC will pay the cost of publishing)
- b. Letters for notification of elected and appointed officials, property owners, and other interested parties (the CFX or PEC will pay the cost of first-class postage)
- c. Preparation of response letters for CFX signature on public comments

The PEC will investigate potential meeting locations to advise CFX of their suitability. CFX will ultimately approve the meeting location. The CFX or PEC will pay all costs for meeting location rental and insurance (if required). The PEC will be responsible for logistics associated with setting up the meetings. The PEC will distribute all required notifications to all interested parties, public officials, affected property owners, special interest groups, etc. on the mailing list.

The CONSULTANT will attend meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the CFX and / or GEC Project Manager(s), to assist the CFX in such meetings.

### **Project Kickoff Meeting:**

It is anticipated that one (1) Project Kickoff Meeting will be held to introduce the project to the public as well as local agencies, organizations, and businesses. The public meeting will be held in a hybrid format, including both an in-person and virtual component to encourage greater participation.

### **Presentations to Environmental, Project, & Community Advisory Groups:**

The CONSULTANT shall work with the PEC and GEC to establish a PD&E Environmental Advisory Group (EAG), Project Advisory Group (PAG), and Community Engagement Group (CEG) which will include staff from governmental agencies, permitting agencies, environmental organizations, special interest groups, homeowner associations (HOAs), community groups, local business owners, and other entities as approved by the CFX. The CONSULTANT should be available to meet with the EAG, PAG, and CEG up to four (4) times each (a total of twelve [12] meetings) during the PD&E Study to present information regarding the project, receive input from the EAG, PAG, and CEG members, and respond to questions.

The CONSULTANT will coordinate with the CFX, the PEC, and the GEC to prepare the EAG, PAG, and CEG members list. The PEC will be responsible for contacting the EAG, PAG, and CEG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the EAG, PAG, and CEG members. The PEC will be responsible for logistics associated with setting up the meeting.



### **Alternatives Public Information Meeting:**

It is anticipated that one (1) Alternatives Public Information Meeting will be held to present the project's alternatives to the public as well as local agencies, organizations, and businesses. The public meeting will be held in a hybrid format, including both an in-person and virtual component to encourage greater participation.

### **Community / Stakeholder 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 (Osceola County neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to twenty (20) such unscheduled meetings.

### **CFX Environmental Stewardship Committee:**

It is anticipated that four (4) presentations will be given to CFX's Environmental Stewardship Committee to introduce the project to the Committee, review corridor analysis, and prior to the Alternatives Public Information Meeting and Public Hearing.

### **Other Public and Agency Meetings:**

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, Osceola County technical committees, and Osceola County Board prior to the two milestone meetings (Alternatives Public Information Meeting and Public Hearing). The CONSULTANT shall be prepared to attend up to ten (10) such meetings.

## **3.3 PUBLIC HEARING**

The CONSULTANT and PEC shall provide all support necessary for the CFX to hold one (1) Public Hearing, as described in Section 3.2 of this document.

## **3.4 COMMENTS AND COORDINATION REPORT**

The PEC will prepare a Comments and Coordination Report containing transcript, errata, and signed certification, as well as documentation for all public engagement activities conducted throughout the study. The CONSULTANT will review the Comments and Coordination Report and provide input on the document.

## **3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT**

N/A

### **3.6 ADDITIONAL PUBLIC ENGAGEMENT REQUIREMENTS**

#### **General Public Correspondence / Public Information Line**

The CONSULTANT will assist the PEC in the preparation of responses to general public inquiries about the project. The PEC shall establish a Project Information Line which interested parties may call with questions concerning the project. The PEC will maintain this project information line and the CONSULTANT will provide support to the PEC to answer questions and respond to comments.

#### **Project Factsheets**

The PEC shall prepare and distribute up to four (4) project Factsheets which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PEC by providing appropriate information to include in the Factsheets. Factsheets shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the Factsheets may coincide with key project milestones as follows:

- a. Project Kickoff Factsheet
- b. Pre-Alternatives Public Meeting Factsheet
- c. Pre-Public Hearing Factsheet
- d. Post-Public Hearing Factsheet

The PEC will distribute Factsheets to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Factsheet may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Project Kickoff Factsheet may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a CFX standard right-of-entry letter via US Post Office mail delivery or other delivery methods that offer proof-of-delivery.

#### **Project Webpage**

The CFX, in coordination with the PEC, will establish a webpage on the CFX website dedicated to this project's study. The PEC will maintain the webpage with support from the CONSULTANT. The CONSULTANT should be prepared to provide information to the PEC for the initial setup of the webpage as well as up to three (3) updates.

#### **3-D Visualizations, Renderings, and Videos**

The CFX may utilize 3-D Visualizations, Renderings, or Videos to assist in visually conveying the project's alternative(s) to the public. The CONSULTANT will provide support to the CFX's visualization consultant in the form of CADD files, PDFs of typical sections or plan sets, or other information to assist the CFX visualization consultant.

## **4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS**

CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the GEC and CFX Project Managers. The CONSULTANT shall perform engineering activities essential to developing Project Alternatives as outlined in the PD&E Manual, current edition, and as specified in this section. The CONSULTANT will gather and review existing data from the CFX, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the location and design concept for this project.

The CONSULTANT will verify the purpose and need statement for the Project based on the information obtained from the existing data, including consistency with long-range transportation plans, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public engagement process.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the project needs and objectives. Based on engineering and environmental analysis, consistency with long-range transportation plans, and the public engagement process, the CFX will recommend a Preferred Alternative.

### **4.1 REVIEW OF PREVIOUS STUDIES**

The CONSULTANT shall review and summarize previous completed planning studies and other studies that are related to this project, as well as coordinate with any active and concurrent planning studies, and appropriately incorporate their results in the analysis of the project. The studies listed below, but not limited to, should be reviewed and/or coordinated with as part of this project:

- CFX Northeast Connector Expressway CF&M Study
- CFX Northeast Connector Expressway Phase 1 PD&E Study
- CFX Northeast Connector Expressway Extension CF&M Study
- CFX Southport Connector Expressway PD&E Study
- Osceola County Nova Road PD&E Study
- Osceola County Sunbridge Parkway Extension PD&E Study
- Osceola County Hickory Tree Road PD&E Study
- Florida's Turnpike Enterprise Widen Turnpike Mainline (SR 91) from North of Yeehaw Junction /US 441/SR 60 to Kissimmee Park Road (MP 193 to MP 238.5) PD&E Study

### **4.2 EXISTING CONDITIONS ANALYSIS**

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the project area, assess project needs, identify physical and environmental constraints, develop and analyze project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the project including roadway geometrics, typical section elements, signalization and other operational features, access features, right of way requirements, and other data applicable to modes and sub-modes of transportation,

including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this project.

The Consultant will furnish necessary exhibits for use in this project, such as a Project Location Map, Corridor Maps, and Concept Plans. The CONSULTANT shall prepare an Existing Conditions Technical Memorandum that documents key community amenities and features within the study area.

#### **4.3 SURVEY**

The CONSULTANT shall acquire the most currently available aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. Existing available controlled aerial photography will be utilized, and the digital aerial photography should be compatible with Microstation with vertical data identified using 2' contour aeriels. The GEC will recommend mapping scales for approval by CFX.

The CONSULTANT shall provide limited survey for up to five (5) days at specified locations only, as requested by the GEC.

#### **4.4 GEOTECHNICAL INVESTIGATION**

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling. Soil borings and lab analysis are not currently anticipated as part of the PD&E study. The CONSULTANT will prepare a Geotechnical Technical Memorandum summarizing the geotechnical investigation that will be used to facilitate the data for final design.

#### **4.5 TRAFFIC ANALYSIS**

The CONSULTANT will coordinate with CFX, the GEC, 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. The CFX T&RC will perform traffic related tasks and prepare the documents related to traffic.

##### **4.5.1 – 4.5.5**

N/A – Performed by T&RC

#### **4.5.6 Existing Traffic Operations Analysis**

The CONSULTANT will review the Existing Traffic Conditions Report provided by the T&RC to coordinate the purpose and need and review project consistency.

#### **4.5.7 – 4.5.11**

N/A – Performed by T&RC

#### **4.5.12 Project Traffic Analysis Report**

The CONSULTANT will coordinate with the CFX T&RC to provide information on the alternatives to assist the T&RC in the preparation of the Project Traffic Analysis Report.

#### **4.5.13 Interchange Access Request**

The CONSULTANT will coordinate with the CFX T&RC to provide information to assist the T&RC in the preparation of the Interchange Access Request.

#### **4.5.14 Traffic Data for Noise Study**

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

#### **4.5.15 Traffic Data for Air Analysis**

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

#### **4.5.16 Signalization Analysis**

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

#### **4.6 SIGNAGE**

N/A

#### **4.7 TOLLING CONCEPTS**

The CFX T&RC will prepare a tolling concept and provide the information to the CONSULTANT to assist in the preparation of tolling locations depicted on the concept plans as well as incorporation into the project's cost estimates.

## **4.8 SAFETY**

The CONSULTANT shall review the crash data summary and safety analysis provided by the T&RC.

## **4.9 UTILITIES AND RAILROADS**

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

- a. Overhead Transmission lines, microwave towers, etc.
- b. Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- c. Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

## **4.10 ROADWAY ANALYSIS**

### **4.10.1 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 CFX standards.

### **4.10.2 Typical Section Analysis**

The CONSULTANT will develop conceptual typical sections for the project alternatives which address transportation needs and context. Development of typical sections should consider Context Sensitive Solutions and the needs of all project users.

### **4.10.3 Geometric Design**

The CONSULTANT will perform geometric design using the established project design controls and criteria. The CONSULTANT will also use project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, and any additional information, as required.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

### **4.10.4 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. 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.

#### **4.10.5 Access Management**

The CONSULTANT will review the FDOT'S State Highway System Access Management Classification System and Standards and evaluate their application to the project. The CONSULTANT will recommend the proper access classification and standard to be applied to the project.

#### **4.10.6 Multimodal Accommodations**

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the study area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of project alternatives commensurate with the goal of improving overall mobility, access, connectivity, safety and efficiency.

#### **4.10.7 Maintenance of Traffic**

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction.

#### **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 PROJECT / CONSTRUCTION SEGMENTS**

The CONSULTANT will identify project segments and/or construction segments along with a definition of implementation phasing. If required in the determination of the Preferred Alternative, the CONSULTANT will identify shorter (i.e., minimum operable segment) intermediate-cost alternatives in the segment determination.

### **4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS**

N/A

### **4.13 STRUCTURES**

#### **4.13.1 Existing Structures**

The CONSULTANT will collect data on the existing structures.

#### **4.13.2 Structure Typical Sections**

The CONSULTANT will develop typical section options for the bridges. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts.

#### **4.13.3 Structure Design Alternatives**

The CONSULTANT will evaluate conceptual vertical and horizontal geometry and clearance requirements for the bridges. The CONSULTANT will document structural design calculations and design assumptions used in the analysis.

#### **4.14 DRAINAGE**

The CONSULTANT will perform drainage analysis in accordance with the PD&E Manual and Drainage Manual, current editions. The CONSULTANT shall incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports.

##### **4.14.1 Floodplain and Environmental Permit Data Collection**

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

##### **4.14.2 Drainage Analysis**

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using the best currently available data, which may include LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.

##### **4.14.3 Floodplain Compensation Analysis**

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report.

##### **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 CONSULTANT will schedule stakeholder meeting(s) with CFX and GEC staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, the CONSULTANT will document the meeting notes in the project file.



If the stakeholder meetings reveal no regional pond sites within the Study Area, the CONSULTANT will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the CFX and GEC) a preferred pond site for each basin. Additionally, the CONSULTANT will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

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 will prepare a Location Hydraulics Report for the project in accordance with the PD&E Manual, current edition.

#### **4.14.7 Bridge Hydraulic Evaluation**

The CONSULTANT will evaluate bridge hydraulics to determine the hydraulic length of the bridge or the length necessary to meet the hydraulic requirement and document in the Location Hydraulics report. The CONSULTANT will coordinate with the GEC and CFX.

### **4.15 LANDSCAPING ANALYSIS**

N/A

### **4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES**

#### **4.16.1 Construction Cost Estimates**

The CONSULTANT will develop construction cost estimates using the CFX's most recent cost estimating template. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the CFX's annual Work Program update cycle.

#### **4.16.2 Right of Way Cost Estimates**

Based on typical section analysis and CFX design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the project. Establishment of construction limits will consider location drainage features, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors. The CONSULTANT will provide the CFX with pertinent right of way information (existing/proposed & parcel take/remainder) for the alternative(s) shown on aerials, a Google Earth file (.kmz), as well as spreadsheet tables. GEC staff will prepare preliminary right of way cost estimates.

## **4.17 ALTERNATIVES EVALUATION**

### **4.17.1 Comparative Alternatives Evaluation**

The CONSULTANT will establish evaluation criteria at the beginning of the project, which must be agreed upon with the CFX before use in the comparative evaluation of alternatives. After developing the feasible alternatives, analyzing alternatives, and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the PD&E Study. The matrix will include the performance of the No-Build Alternative as the baseline for comparison.

### **4.17.2 Selection of Preferred Alternative**

The CFX will select a Preferred Alternative based on engineering and environmental analysis, consistency with long-range transportation plans, and the public engagement process.

### **4.17.3 Value Engineering**

N/A

## **4.18 CONCEPT PLANS**

### **4.18.1 Base Map**

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 Alternatives Concept Plans**

The CONSULTANT will prepare and overlay alternatives concept plans on the base map. The concept plans must show potential locations for bridges, culverts, retaining walls, right of way lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. Additionally, the drawings shall be provided of suitable size and scale (i.e., roll plots) for public display at meeting and hearings.

#### **4.18.3 Preferred Alternative Concept Plans**

Upon approval by the CFX of the Preferred Alternative, the CONSULTANT will develop the Preferred Alternative on the base maps, which includes refinements from the public hearing, for inclusion in the Preliminary Engineering Report.

#### **4.18.4 Typical Section Package**

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

#### **4.18.5 Design Exceptions and Design Variations**

N/A

#### **4.19 TRANSPORTATION MANAGEMENT PLAN**

N/A

#### **4.20 RISK MANAGEMENT**

N/A

#### **4.21 ENGINEERING ANALYSIS DOCUMENTATION**

The CONSULTANT will prepare a Preliminary Engineering Report (PER) as per the PD&E Manual, current edition.

The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

#### **4.22 PLANNING CONSISTENCY**

##### **4.22.1 Transportation Plans**

The CONSULTANT will obtain and review transportation plans throughout the life of the project for all modes of transportation including freight, transit, and non-motorized.

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Osceola County Comprehensive Plan
- c. Osceola County Southeast Transportation Study (SEATS)
- d. CFX 2045 Master Plan
- c. Non-motorized modes, including bikeways and pedestrian walkways
- d. Other applicable transportation plans (e.g., LYNX)

#### **4.22.2 Planning Consistency Form**

N/A

#### **4.23 TRANSIT SYSTEMS AND SERVICE**

The CONSULTANT will evaluate the feasibility of incorporation of multimodal alternatives as part of the alternatives analysis.

## 5.0 ENVIRONMENTAL ANALYSIS AND DOCUMENTATION

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this project.

The CONSULTANT's activities to conduct and prepare environmental analysis and reports shall be done under the direction of the GEC and CFX Project Managers. The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the PD&E Manual, current edition. The CONSULTANT will analyze all Build Alternatives and the No Build Alternative with respect to impacts to natural, cultural, social, and physical resources and document all analyses in the reports. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues.

Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement". The consultant will summarize in the Environmental Document the results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project.

### 5.1 SOCIOCULTURAL EFFECTS

THE CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation and document the results of the SCE Evaluation in the Environmental Document.

#### 5.1.1 Social

**Community Cohesion:** The CONSULTANT will identify and assess potential project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.

**Special Community Designation:** The CONSULTANT will identify and assess potential project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.

**Safety / Emergency Response:** The CONSULTANT will identify and assess potential project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices.

**Demographics:** The CONSULTANT will identify and assess potential project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area.

**Community Goals and Quality of Life:** The CONSULTANT will identify and assess potential project impacts on social value changes and compatibility with community goals and vision.

#### 5.1.2 Economic

**Business and Employment:** The CONSULTANT will assess potential project impacts to business and employment activity in the project area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities.

Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.

### **5.1.3 Land Use Changes**

The CONSULTANT will evaluate the project's consistency with the physical character of the area and applicable community plans.

### **5.1.4 Mobility**

The CONSULTANT will evaluate potential project impacts on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area.

### **5.1.5 Aesthetics**

The CONSULTANT will evaluate and summarize the project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character.

### **5.1.6 Relocation Potential**

N/A

## **5.2 CULTURAL RESOURCES**

The CONSULTANT shall identify previously recorded resources for the project study area. The Area of Potential Effects (APE) will be determined (including pond sites). The CONSULTANT will summarize each of the cultural resource issues in the Environmental Document. If non-involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will use a professional qualified under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800), as well as with the provisions contained in Chapter 267, Florida Statutes, to perform all work in this task.

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:

### **5.2.1 Archaeological and Historic Resources**

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the project's Area of Potential Effects (APE). The CONSULTANT will perform a Cultural Resources Assessment Survey in accordance with the PD&E Manual, current edition. All work will be documented and coordinated with appropriate agencies as per the PD&E Manual. In addition, attendance at public meetings may be required. The APE must include potential pond sites.

The CONSULTANT will prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. If completed after the initial report, the Pond Site Technical Memo Addendum will be included in the CRAS appendix.

### **5.2.2 Recreational, Section 4(f)**

N/A

## **5.3 NATURAL RESOURCES**

The CONSULTANT will 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 identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the project. The CONSULTANT will establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands in accordance with the PD&E Manual, current edition. The CONSULTANT will evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. The CONSULTANT will document the results of the Wetlands Evaluation in the Natural Resources Evaluation (NRE) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis (conducted by the GEC).

### **5.3.2 Essential Fish Habitat**

The CONSULTANT will conduct field review, survey, and appropriate coordination with resource agencies to assess impacts to essential fish habitat (EFH) in accordance with the PD&E Manual, current edition.

### **5.3.3 Wildlife and Habitat**

The CONSULTANT will perform research, field reviews, survey, and coordination necessary to determine project involvement with and potential impacts to federal and state protected, threatened, or endangered species and their habitats. The CONSULTANT will obtain biological information needed to prepare the 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, EFH, and Wildlife and Habitat evaluations in a Natural Resources Evaluation (NRE) report in accordance with the PD&E Manual, current edition.

### **5.3.5 Water Quality**

The CONSULTANT will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with the PD&E Manual, current edition.

### **5.3.6 Special Designations**

The CONSULTANT will evaluate the data for and document the following special designations if applicable: Outstanding Florida Waters, Wild and Scenic Rivers, Aquatic Preserves, Coastal Barrier Resource, and Scenic Highways, in accordance with the PD&E Manual, current edition.

### **5.3.7 Identify Permit Needs**

The CONSULTANT, in coordination with the GEC, will identify anticipated permits required for the project.

### **5.3.8 Farmlands**

N/A

## **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, will assess the direct and indirect effects, and will document the severity of the following:

### **5.4.1 Noise**

The CONSULTANT will perform the noise analysis and noise abatement evaluation for the Preferred Alternative only in accordance with the PD&E Manual, current edition, and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook.

The CONSULTANT will document methodology and results of noise analysis and noise abatement evaluation in the Noise Study Report (NSR).

### **5.4.2 Transit Noise and Vibration Analysis**

N/A

### **5.4.3 Air Quality**

The CONSULTANT will gather data, perform the air quality screening analysis, and prepare the Air Quality Technical Memorandum to document the results of the screening analysis in accordance with the PD&E Manual, current edition. Traffic data shall be prepared and supplied by the CFX's T&RC.

### **5.4.4 Construction Impact Analysis**

The CONSULTANT will evaluate and document the potential impacts of construction of the project alternatives in accordance with the PD&E Manual, current edition.



#### **5.4.5 Contamination**

The CONSULTANT will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites in accordance with the PD&E Manual, current edition.

The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in the Contamination Screening Evaluation Report for the Preferred Alternative.

#### **5.5 CUMULATIVE EFFECTS EVALUATION**

N/A

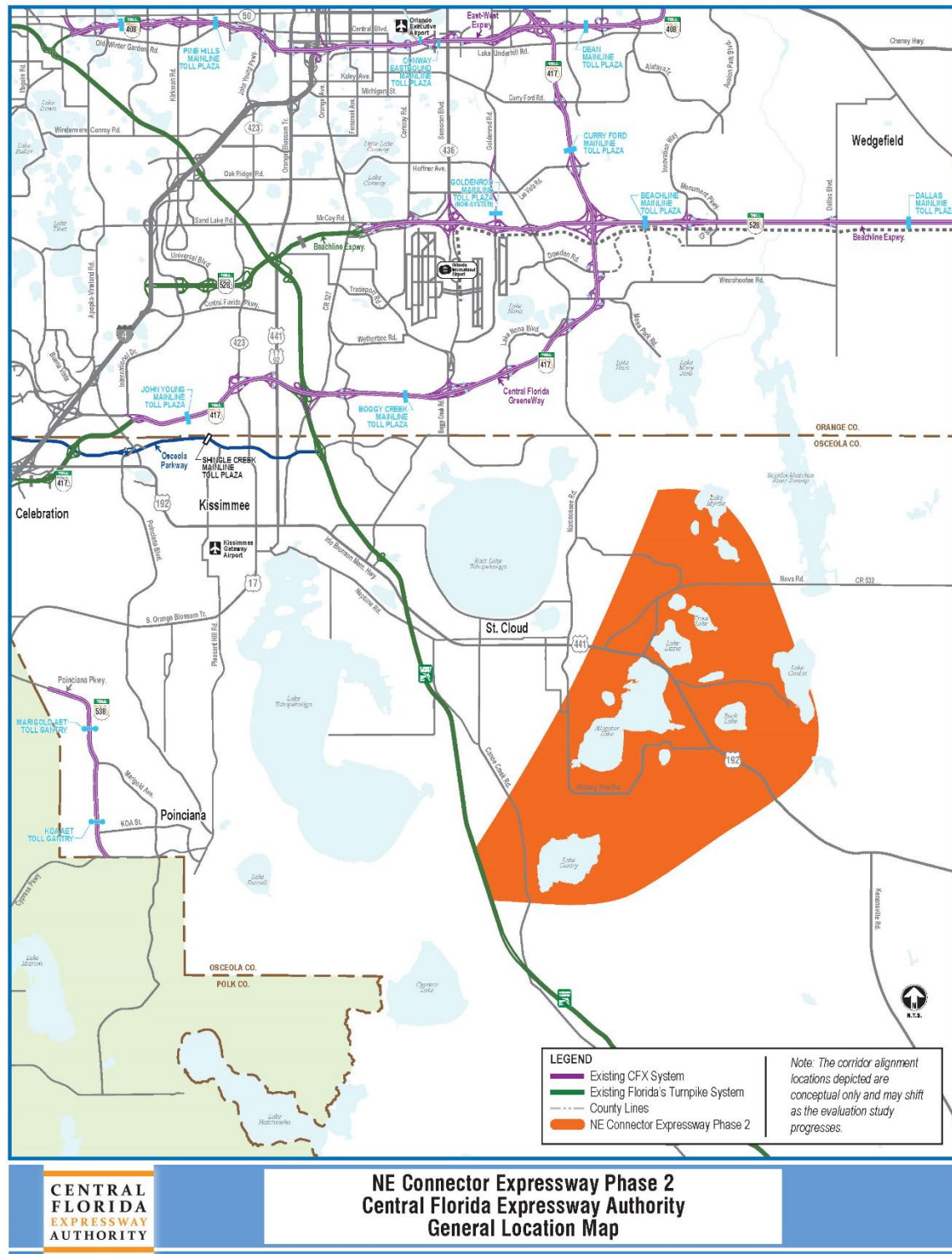
#### **5.6 PROJECT COMMITMENTS**

The CONSULTANT will coordinate with the GEC and CFX to document project commitments in the Commitments section of the Environmental Document.

## **6.0 ENVIRONMENTAL DOCUMENT**

The CONSULTANT will prepare the Draft Project Environmental Impact Report (PEIR) in accordance with the PD&E Manual for review and comment by the GEC and CFX. The CONSULTANT will document Project Planning Consistency consistent with requirements for a State Environmental Impact Report (SEIR) in the Draft PEIR. Following review by the GEC and CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Hearing. The PEIR will be finalized after the Public Hearing.

## ATTACHMENT A – GENERAL LOCATION MAP



## ATTACHMENT B - DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual and the preceding sections.

Development of this project will be guided by the basic design criteria listed below or the most recent standards.

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph <sup>1</sup> 55 mph  45 mph 50 mph As appropriate  50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft  15-ft 24-ft Case dependent 12-ft 12-ft  5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source			
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) <sub>2</sub> Bridge Section	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break)	- FDOT PPM Vol. I, Fig. 2.1.1  - PPM Vol. I, Sect. 2.1.5			
<u>Max. Lane “Roll-over”</u> DS 35 mph DS 35 mph	4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4			
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph  Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier)  22-ft 40-ft  Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1       - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98			
<u>Shoulder Width (lanes 1-way)</u>  Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided  <u>Shoulder Cross Slope</u> <u>Max. Shoulder “Roll-over”</u>  <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	Total (ft)		Paved (ft)		- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510   

<u>Border Width</u>		
Freeway	94-ft, (94-ft desirable)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2
Ramp	94-ft, (L.O.C. plus 10-ft as minimum)	- (OOCEA Policy) <sub>3</sub>
Arterial/Collector		
DS 45 mph	40-ft	
DS 45 mph	33-ft	
Arterial/Collector (Curb & Gutter)		
DS = 45 mph	14-ft (12-ft with bike lane)	
DS 40 mph	12-ft (10-ft with bike lane)	

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u>			- FDOT PPM Vol. I, Tbl. 2.4.1
Front slope	0.0-5 5-10 10-20 □ □ 20	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail (Use 10-ft bench at half the height of fill)	- (OOCEA Policy) <sub>3</sub> Use 1:3 slopes, avoid 1:2 slopes except where as necessary
Front slope (curb & gutter)	All	1:2 not flatter than 1:6	
Back slope	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
Back slope (curb & gutter)	All	1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u>	Max. Grade	□	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2
Freeway (Rural / Urban)	3.0%	0.20% / 0.40%	
Ramp			
Directional	5.0%	0.60%	
Loop	7.0%	1.00%	
Arterial			
Rural	3.5%	0.50%	
Urban	6.0%	0.70%	
Collector	6.5% to 9.0%	-	
Frontage Road/Service Road	8.0%	0.70%	
Min. Grade Curb & Gutter	0.3%	-	- FDOT PPM Vol. I, Tbl. 2.6.4
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	

<u>Horizontal Curve Length</u> Freeway Others	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
<u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	3 30' 00" 5 15' 00" 6 30' 00" 8 15' 00" 8 15' 00" 8 15' 00" 24 45' 00"		- FDOT PPM Vol. I, Tbl. 2.8.3
<b>Design Element</b>	<b>Design Standard</b>		<b>Source</b>
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves $\square\square1\square\square30'00''$ do not use spirals) <sub>4</sub>		- FDOT PPM Vol. I, Sect. 2.9  - (OOCEA Policy) <sub>3</sub>
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	$e_{max}$	SE Trans. Rate	- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28
	0.10 0.10  0.10 0.05  0.05 0.10  0.10 0.10	1:200 <sub>5</sub> 1:225  1:225 1:150  1:150 1:200  1:200 1:150	
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph) 70 60 55 50 45 30	K-value Crest      Sag 401      181 245      136 185      115 136      96 98      79 31      37	
		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag)  - OOCEA Policy <sub>3</sub> Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable	
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest 500-ft 400-ft  350-ft 135-ft  135-ft 300-ft  300-ft 90-ft	Sag 400-ft 300-ft  250-ft 135-ft  135-ft 200-ft  200-ft 90-ft	

<u>Ramps</u> Ramp Terminals Length Taper   Minimum Spacing Entrance to Exit <sup>6</sup> Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	<u>Entrance</u> “Parallel-Type” 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> “Taper-Type” 550-ft (2□□ to 5□, 4□□desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856       - AASHTO Exh. 10-68, Pg. 844
	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS □□45 mph) $L = WS^2/60$ (DS □□45 mph)  50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526   - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft  30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft  14-ft to 24-ft  10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1



**Ramp Operations**

- a. Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Entrance Ramp Taper of 900 ft. ( $1^{\circ}$  - convergence)
- d. Exit Ramp Taper of 550 ft. ( $3^{\circ}$  - divergence)

**Right of way**

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required.
- d. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right of way limits per Index 450.

**F. 4.**



# FY25-27 Strategic Plan

Sue Chrzan, Chief of Staff/Public Affairs Officer

— February 8, 2024 —

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

# Our Road Map

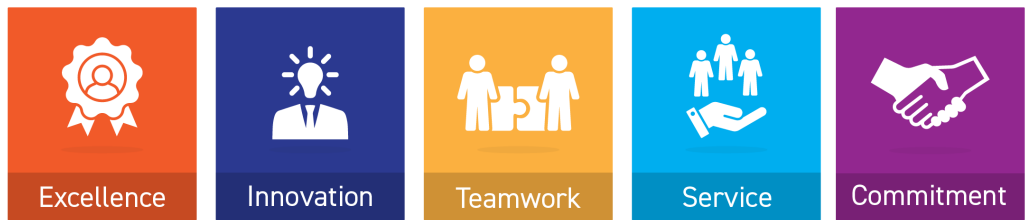
## VISION:

To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.

## MISSION:

To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

## CORE VALUES



# The Strategic Planning Process

DNA, Purpose  
& Aspirations

- Vision
- Mission
- Core Values

Assess &  
Set Priorities

- Survey & Data to Inform Decisions
- Master Plan & Five-Year Work Plan

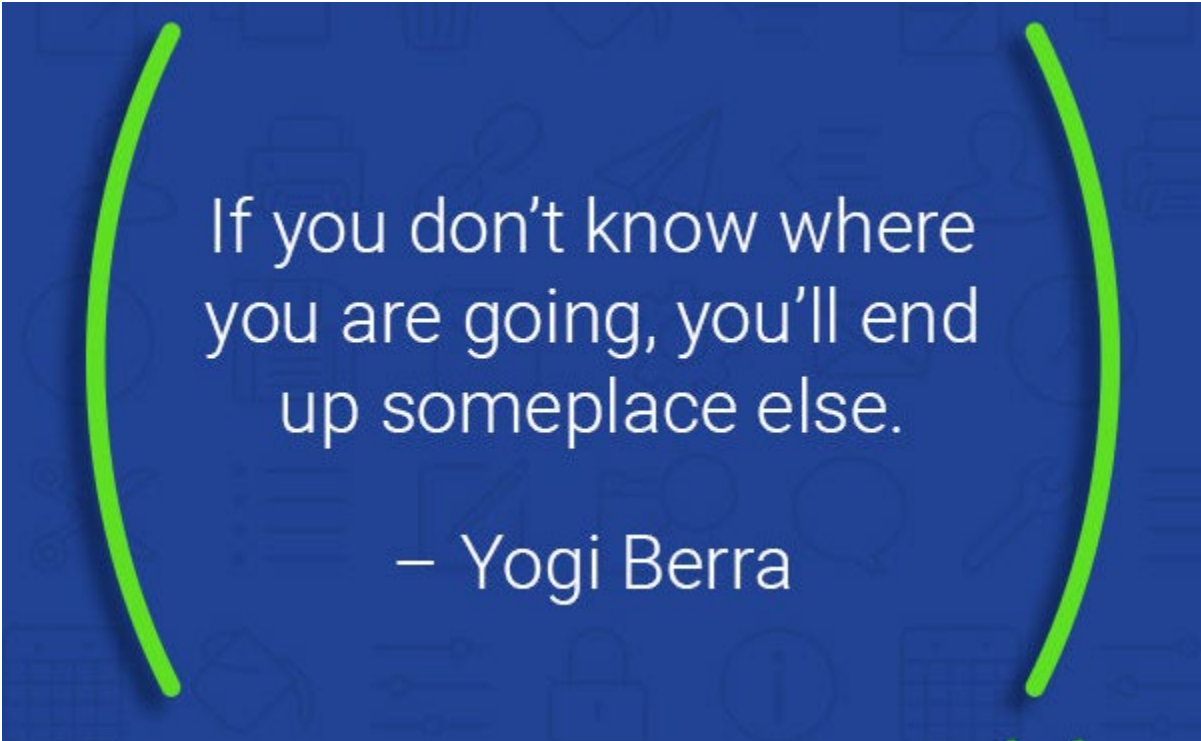
Strategic Plan

- Goals, Priorities & Strategies
- Tactics & Performance Metrics
- Implement, Evaluate & Monitor

# Strategic Plan Priorities & Goals

Priority	Customer Driven Organization	World–Class Mobility Network	Financially Sound & Vibrant Organization	Community & Social Responsibility	Deliver on Core Values
Goal	Deliver service excellence	Find innovative solutions to support commerce and quality of life	Recognized for efficiency, excellence and a model for compliance	Respected leader and partner in the region & beyond	Employ highly qualified, energized and engaged team

# Strategic Planning



If you don't know where  
you are going, you'll end  
up someplace else.

– Yogi Berra

# Priority: Customer-Driven Organization

## Goal: Deliver Service Excellence



# VISITOR TOLL PASS™





**Priority:** Customer-Driven Organization

**Goal:** Deliver Service Excellence



**Priority:** World-Class Mobility Network

**Goal:** Find innovative solutions to support commerce & quality of life



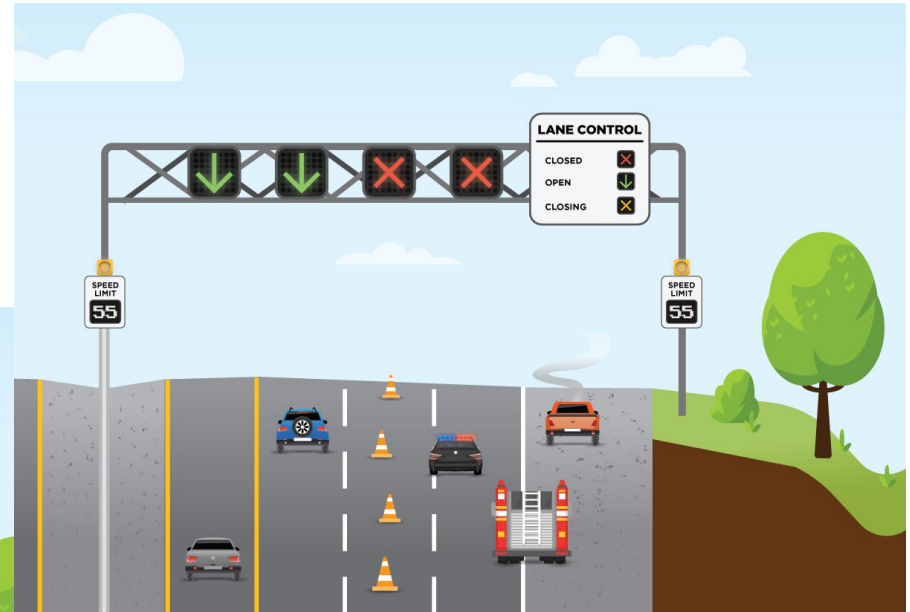
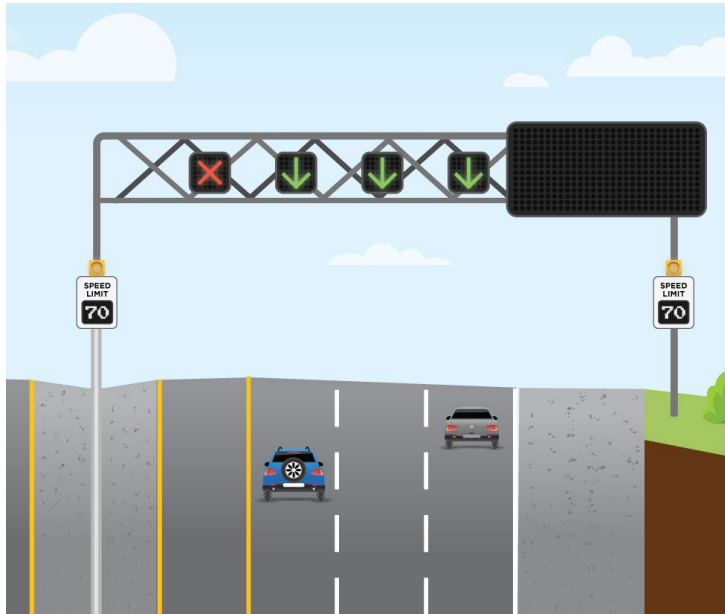
Desk Trooper Program



# Priority: World – Class Mobility Network

**Goal:** Find innovative solutions to support commerce & quality of life

## Flex Lanes



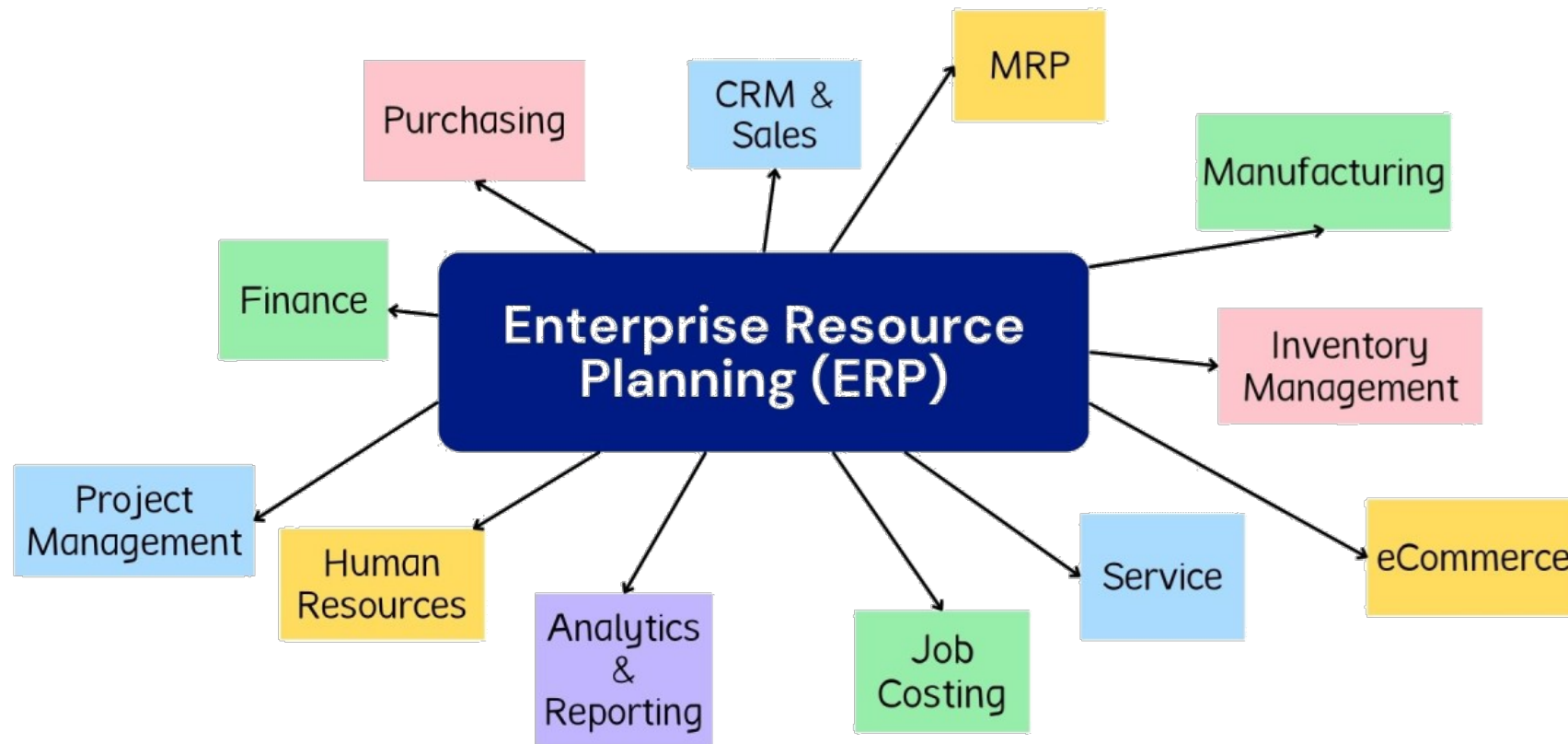
**Priority:** Financially Sound & Vibrant Organization

**Goal:** Recognized for efficiency, excellence and a model for compliance



**Priority:** Financially Sound & Vibrant Organization

**Goal:** Recognized for efficiency, excellence and a model for compliance



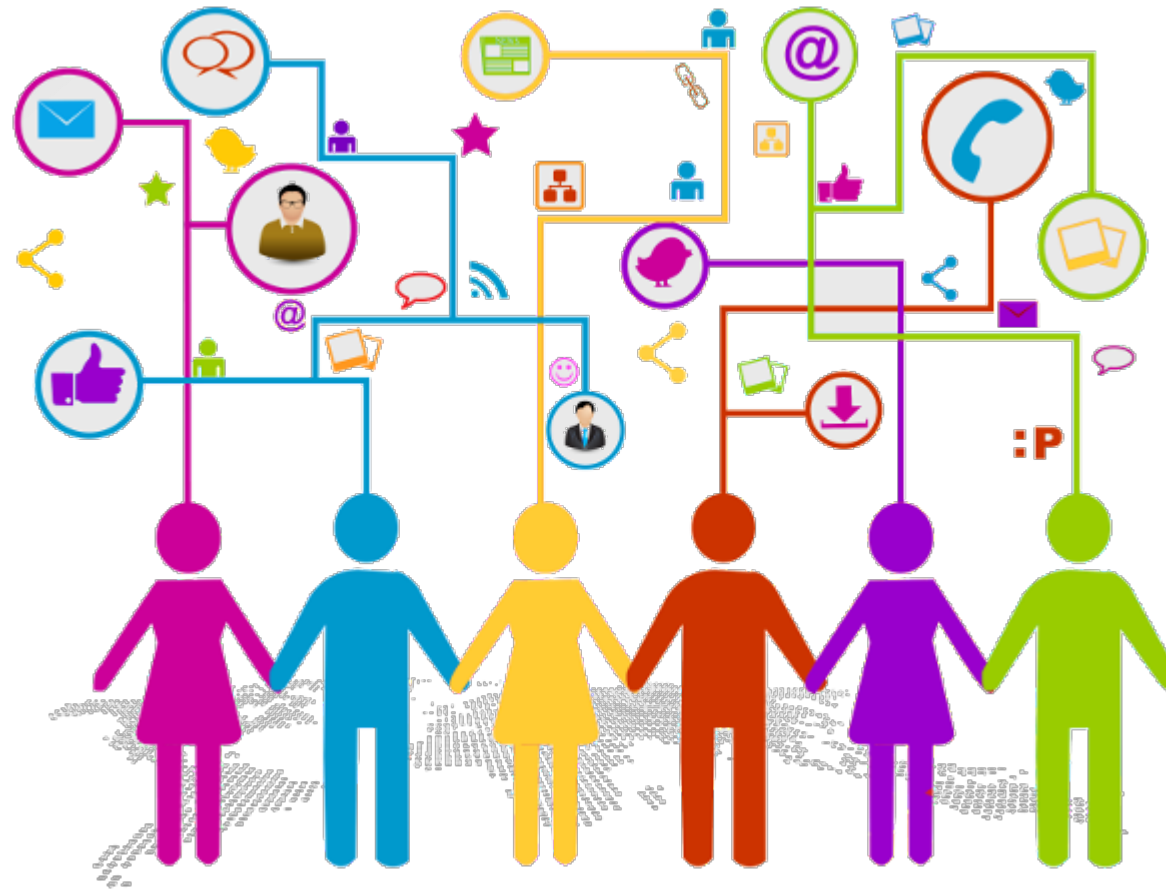
**Priority:** Community & Social Responsibility

**Goal:** Respected leader and partner in region and beyond





**Goal:** Employ highly qualified, energized and engaged team





Thank You



DRAFT - FY2025 – 2027 Three-Year Strategic Plan



	Customer-Driven Organization	World-Class Mobility Network	Financially Sound & Vibrant Organization	Community & Social Responsibility	Deliver on Core Values
Goal:	Deliver Service Excellence	Find innovative Solutions to Support Commerce and Quality of Life	Recognized for Efficiency, Excellence and be a Model for Compliance	Respected Leader and Partner in Region & Beyond	Employ Highly Qualified, Energized and Engaged Team
Strategies:  Approaches to Achieve Goal	<ul style="list-style-type: none"><li>▪ Explore new payment options for E-PASS</li><li>▪ Broaden distribution of E-PASS products</li><li>▪ Continue new customer acquisition</li><li>▪ Broaden customer's understanding of toll road benefits</li><li>▪ Explore E-PASS as payment option with regional partners</li><li>▪ Pilot new offerings to Customers</li><li>▪ Continue Interoperability with other Agency transponders</li><li>▪ Expand/Automate VTP</li></ul>	<ul style="list-style-type: none"><li>▪ Pursue innovative engineering and construction opportunities</li><li>▪ Enhance congestion-management strategies</li><li>▪ Identify &amp; implement additional incident management resources</li><li>▪ Investigate opportunities in technology to improve safety</li><li>▪ Evaluate sustainability elements into future capital projects</li><li>▪ Complete system wide Wrong Way Driving (WWD) implementation</li><li>▪ Implement All-Electronic Tolling (AET)</li></ul>	<ul style="list-style-type: none"><li>▪ Maintain effective internal controls</li><li>▪ Maintain prudent investment and debt-management strategies</li><li>▪ Identify and implement risk mitigation strategies</li><li>▪ Identify new non-toll revenue streams</li><li>▪ Proactively plan for asset replacement</li><li>▪ Review Policies &amp; Procedures</li><li>▪ Maintain security policies, procedures &amp; practices</li><li>▪ Data Governance Program</li></ul>	<ul style="list-style-type: none"><li>▪ Expand relationships with regional and state partners</li><li>▪ Expand types of public engagement platforms</li><li>▪ Advance smart, safe driving education campaigns</li><li>▪ Broaden CFX Serves: Community &amp; Volunteerism</li></ul>	<ul style="list-style-type: none"><li>▪ Support employee health, wellness and work-life balance</li><li>▪ Promote outcomes and accountability through performance management</li><li>▪ Foster employee retention and advancement</li><li>▪ Identify opportunities for employee participation in industry, community associations</li></ul>
Tactics:  Tools Used	<ul style="list-style-type: none"><li>▪ Implement new and Enhanced Customer Relationship Management technology</li><li>▪ Service metrics benchmarks</li><li>▪ Surveys, focus groups and secret shops</li><li>▪ Customer journey evaluations</li><li>▪ User-friendly, mobile options</li><li>▪ Customer acquisition marketing</li><li>▪ Business accounts marketing</li><li>▪ Automation/Self-Service options</li><li>▪ Find new payment options for cash customers</li></ul>	<ul style="list-style-type: none"><li>▪ Partner with technology providers, automotive manufacturers, law enforcement agencies</li><li>▪ 2055 Master Plan</li><li>▪ Five-Year Work Plan</li><li>▪ Sustainability benchmarks</li><li>▪ Incident response benchmarks</li><li>▪ Flex Lanes Implementation</li><li>▪ SR516 ASPIRE/ENRX Pilot</li><li>▪ Additional FHP on CFX-owned roadways</li><li>▪ Pilot Desk Trooper Program</li><li>▪ Pilot multimodal capital projects</li></ul>	<ul style="list-style-type: none"><li>▪ Implement Enterprise Resource Planning software tool</li><li>▪ Benchmark to industry standards</li><li>▪ Launch non-toll revenue initiatives</li><li>▪ Create a schedule for policy &amp; procedure review</li><li>▪ Identify and catalog types of sensitive information across systems</li></ul>	<ul style="list-style-type: none"><li>▪ Newsletters, email and meetings</li><li>▪ Community partnerships and sponsorships</li><li>▪ Identify volunteerism activities</li><li>▪ Public safety campaigns and media partnerships</li><li>▪ Increase participation in local, regional and state Chambers of Commerce</li><li>▪ Increase participation in industry associations &amp; partners</li></ul>	<ul style="list-style-type: none"><li>▪ Strengthen wellness program</li><li>▪ Annual performance review tools</li><li>▪ Education and professional development trainings</li><li>▪ Employee surveys and workshops</li><li>▪ Track utilization of information hub</li><li>▪ Create employee information hub</li><li>▪ Create Ambassador program</li><li>▪ Offer Management Training</li><li>▪ Pursue opportunities for agency-wide and department-specific recognition and awards</li></ul>
Performance Measures	<ul style="list-style-type: none"><li>▪ Exceed benchmark service metrics</li><li>▪ Customer satisfaction</li><li>▪ New customer accounts increase</li><li>▪ Pay By Plate to E-PASS conversion</li><li>▪ New business accounts increase</li><li>▪ E-PASS self-service increase</li></ul>	<ul style="list-style-type: none"><li>▪ Reduce response clearance time</li><li>▪ Implement innovative safety initiative</li><li>▪ Increased recognitions for innovations, excellence in engineering, construction and landscaping</li><li>▪ Establish &amp; Measure sustainability components in capital projects</li></ul>	<ul style="list-style-type: none"><li>▪ Debt Service ratio: 1:4.5</li><li>▪ Compliance with bond covenants</li><li>▪ Maintain strong credit rating (A+/A1/A+)</li><li>▪ Meet objectives of FTC</li><li>▪ Successful Implementation of ERP</li><li>▪ Audit findings</li><li>▪ Policy and Procedure Review each year</li></ul>	<ul style="list-style-type: none"><li>▪ Document volunteerism hours</li><li>▪ Increase event participation</li><li>▪ Speaking invitations and stakeholder meetings</li><li>▪ Safety campaign metrics</li></ul>	<ul style="list-style-type: none"><li>▪ Benchmark participation in wellness program</li><li>▪ Benchmark employee participation in professional development programs</li><li>▪ Increase participation in trainings</li><li>▪ Maintain Employee Retention</li></ul>