AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 14, 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 FEBRUARY 8, 2024 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. **PLANNING PROJECTS UPDATE –** *Will Hawthorne, Director of Transportation Planning & Policy* (info item)

2. **CONSTRUCTION UPDATES –** *Jack Burch, Resident Engineer* (info item)

(CONTINUED ON NEXT PAGE)

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 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

MINUTES
BOARD MEETING
February 8, 2024

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

DRAFT

A. CALL TO ORDER

The meeting was called to order at approximately 9:02 a.m. by Chairman Demings.

Board Members Present:
Mayor Jerry Demings, Orange County (Chairman)
Commissioner Brandon Arrington, Osceola County (Vice Chairman)
Christopher "C.J." 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
Commissioner Sean Parks, Lake County
Vacant, Gubernatorial Appointment

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 Not 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 DECEMBER 14, 2023 BOARD MEETING MINUTES

A motion was made by Commissioner Arrington and seconded by Mr. Martinez to approve the December 14, 2023 Board Meeting Minutes as presented. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

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

Project 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)

DRAFT

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

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

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)

DRAFT

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)

Regarding Consent Agenda Item #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)" Commissioner Moore expressed her concerns and requested that if the City of Apopka is successful in their endeavor to obtain a grant from the State for this purchase, that they submit a plan on how they would manage these lands.

A motion was made by Commissioner Herr and seconded by Mr. Maier to approve the Consent Agenda as presented. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

E. REPORTS

1. CHAIRMAN'S REPORT

Mayor Demings commented on the events that took place in the area this weekend. He stated that later in the meeting the Board will hold elections for board officers and reflected on some of the accomplishments from 2023.

2. TREASURER'S REPORT

Mr. Christopher "C.J." Maier reported that as of the end of December 2023, CFX's toll revenue year-to-date were $354,000,000, which is 1% over projection.

In the month of December, E-PASS customers saved $11,300,000 through the 2023 State Toll Relief Program and $132,500,000 total through the program.

Total Operations, Maintenance and Administration expenses were $47,700,000 year-to-date, which is 9% under budget.

After debt service, the total net revenue available for projects was $213,000,000.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Maikisch highlighted the following:

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- Ms. Maikisch stated that on Friday, January 26th the Florida Department of Transportation opened the final segment of the beltway around metro Orlando, completing the Wekiva Parkway. Mr. Maier and Commissioner Herr were in attendance with numerous community members as well as current and former elected officials. She played a video of the monumental event.

- On January 25th CFX held its 6th Annual Chili Cook-off which was a huge success. There were 300 in attendance and 29 competitors with $2,700 raised for The Abilities Workshop a non-profit. She announced and congratulated the winners.

- Finally, she introduced and welcomed the University of Central Florida Chapter of the National Society of Black Engineers (NSBE) seated in the audience. Mayor Demings recognized the NSBE members present and provided words of encouragement.

F. REGULAR AGENDA ITEMS

1. BOARD OFFICER ELECTIONS

Ms. Jo O. Thacker, Interim General Counsel explained the nomination/election of officers pursuant to CFX's rules and enabling legislation. She reminded the Board that any action taken by the Board requires six affirmative votes for any motion.

Election of Chairman

A motion was made by Mr. Martinez and seconded by Commissioner Parks to elect Commissioner Arrington as Chairman. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

Election of Vice Chairman

A motion was made by Mayor Demings and seconded by Commissioner Parks to elect Mr. Maier as Vice Chairman. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

Election of Treasurer

Ms. Thacker called for nominations for Treasurer.

A motion was made by Commissioner Arrington and seconded by Commissioner Herr to elect Mayor Dyer as Treasurer. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

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During this juncture of the meeting, Chairman Arrington assumed the role of chair for the reminder of the board meeting.

2. **TRANSPORTATION BOARD APPOINTMENTS**

A motion was made by Mayor Dyer and seconded by Commissioner Herr to move forward with the slate of current officers: Commissioner Arrington as the MetroPlan Orlando CFX Representative, Mr. Martinez as the MetroPlan Orlando CFX Representative Alternate, and Commissioner Parks as the CFX TEAMFL Representative. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

3. **NORTHEAST CONNECTOR EXPRESSWAY PHASE 2 PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

Mr. Dana Chester, Director of Engineering described the project location, PD&E goals, objectives and project schedule.

A motion was made by Mayor Dyer and seconded by Commissioner Parks to award the contract to Vanasse Hangen Brustlin, Inc. for the Northeast Connector Phase 2 PD&E Study in the amount of $4,200,000.00. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Goodson was not in attendance.

4. **DRAFT STRATEGIC PLAN**

Ms. Sue Chrzan, Chief of Staff/Public Affairs Officer described the draft strategic plan including the vision, mission and core values, strategic planning process and the strategic plan priorities and goals.

She advised that in a few weeks Ms. Lamaute will contact you to discuss any comments or questions the board members may have. Then those comments will be incorporated into the final strategic plan which will be presented at a future board meeting for approval.

(This item was presented for information only. No Boad action was taken.)

G. BOARD MEMBER COMMENT

The following Board Member commented:

- Commissioner Parks;
- Mr. Christopher C.J. Maier; and
- Chairman Arrington

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H. ADJOURNMENT

Chairman Arrington adjourned the Board Meeting at approximately 9:37 a.m.

Commissioner Brandon Arrington Chairman Central Florida Expressway Authority	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, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, www.CFXway.com.

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D.

Consent Agenda

CONSENT AGENDA
March 14, 2024

ADMINISTRATION

1. Approval of Second Contract Renewal with Thorn Run Partners, LLC for Federal Advocacy Services Contract No. 001869 (Agreement Value: $49,200.00)

BUSINESS OPPORTUNITIES

2. Approval of Second Contract Renewal with AskReply, Inc. d/b/a B2GNow for Contract Compliance Software and Maintenance Services, Contract No. 001443 (Agreement Value: not-to-exceed $28,964.00)

CONSTRUCTION

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

Project 417-760	Masci General Contractor, Inc.	($ 466,289.37)
Project 429-154	The Middlesex Corporation	$ 223,300.66
Project 528-160	Ranger Construction Industries, Inc.	($ 517,951.81)

4. Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: $10,052.87)

5. Approval of Payment to The Lane Construction Corporation for Material Price Index Adjustments for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: $129,325.00)

6. Approval of First Contract Renewal with Greenfield Diversified, LLC d/b/a Consulex for Systemwide Coatings Consultant, Contract No. 001706 (Agreement Value: $250,000.00)

7. Approval of First Contract Renewal with Metric Engineering Inc. for Systemwide Construction, Engineering and Inspection Services for Intelligent Transportation System, Lighting & Tolling Projects, Contract No. 001726 (Agreement Value: $1,500,000.00)

ENGINEERING

8. Approval of Supplemental Agreement No. 7 with Inwood Consulting Engineers, Inc. for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road - Post Design Services, Project No. 417-151, Contract No. 001394 (Agreement Value: not-to-exceed $51,693.01)

9. Approval of First Contract Renewal with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414, Project No. 429-153, Contract No. 001396 (Agreement Value: $0.00)

10. Approval of Supplemental Agreement No. 5 with HDR Engineering, Inc. for Design Services for SR 516 Lake/Orange Expressway – Segment 1, Project No. 516-236, Contract No. 001670 (Agreement Value: not-to-exceed $1,939,152.08)

11. Approval of Supplemental Agreement No. 4 with WBQ Design & Engineering, Inc. for Design Consultant Services for SR 528 Widening from SR 417 to Innovation Way Project No. 528-161, Contract No. 001697 (Agreement Value: $2,550.01)

12. Approval of Supplemental Agreement No. 4 with Scalar Consulting Group, Inc. for Design Consultant Services for SR 528 Widening from Goldenrod Road to Narcoossee Road, Project No. 528-168, Contract No. 001742 (Agreement Value: not-to-exceed $61,747.05)

13. Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 408 Westbound Widening from I-4 to Goldenrod Road, Project No. 408-175, Contract No. 002081

14. Approval of Contract Award to SICE Inc. for SR 429 and West Road Signal Replacement, Project No. 429-715, Contract No. 002084 (Agreement Value: $1,164,539.03)

15. Approval of Tallis Blalack as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services, Contract No. 001145

FINANCE

16. Approval of First Contract Renewal with U.S. Bank National Association for Treasury Custody Services, Contract No. 001757 (Agreement Value: $18,000.00)

17. Approval of Purchase Order to Workday, Inc. for Enterprise Resource Planning System (ERP) Software, Project No. 599-563 (Agreement Value: $2,150,000.00)

18. Approval of Contract Award to AVAAP U.S.A. LLC for Workday Enterprise Resource Planning Implementation Services, Project No. 599-563, Contract No. 002057 (Agreement Value: not-to-exceed $3,228,249.40)

HUMAN RESOURCES

19. Approval of Fourth Contract Renewal with Tews Consulting, Inc. for Staffing Services, Contract No. 001678 (Agreement Value: $120,000.00)

LEGAL

20. Approval of Supplemental Agreement No. 2 and First Contract Renewal with Lowndes, Drosdick, Doster, Kantor & Reed P.A. for Right of Way Counsel Services, Contract No. 001792 (Agreement Value: $125,000.00 and $300,000.00)

21. Approval of First Contract Renewal with Allen, Dyer, Doppelt & Gilchrist, P.A. for Trademark Counsel Services, Contract No. 001781 (Agreement Value: $0.00)

22. Approval of McCree General Contractors, Inc. d/b/a McCree General Contractors & Architects, Inc. as a Subconsultant to Nelson Mullins Riley & Scarborough LLP for Right of Way Services, Contract No. 001953 (Agreement Value: $0.00)

MAINTENANCE

23. Approval of Supplemental Agreement No. 12 with AutoBase Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: $437,003.04)

24. Approval of First Contract Renewal with 4 Corner Resources, LLC for Janitorial Staffing Services, Contract No. 001918 (Agreement Value: $237,500.00)

TECHNOLOGY/TOLL OPERATIONS

25. Approval of First Contract Renewal with Kyra Solutions, Inc. for IT Staff Augmentation Services, Contract No. 001785 (Agreement Value: $1,385,000.00)

26. Approval of First Contract Renewal with Epic Engineering & Consultant Group, LLC for IT Staff Augmentation Services, Contract No. 001786 (Agreement Value: $0.00)

27. Approval of First Contract Renewal with HTC Global Services, Inc. for IT Staff Augmentation Services, Contract No. 001787 (Agreement Value: $460,000.00)

28. Approval of Purchase Order to Hewlett Packard Enterprise Company for Hewlett Packard Enterprise (HPE) Server and Equipment Support Services (Agreement Value: not-to-exceed $77,320.56)

29. Approval of Purchase Order to KR2 Technologies for CrowdStrike Licenses (Agreement Value: not-to-exceed $74,165.00)

TRAFFIC OPERATIONS

30. Approval of Final Ranking and Authorization for Negotiations for Professional Engineering Consultant Services for Systemwide Sustainability Study Update, Project No. 599-438, Contract No. 002075

31. Approval of First Contract Renewal with Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Three-Line Dynamic Message Signs (DMS) Replacement Project – Post Design Services, Project No. 599-545, Contract No. 001419 (Agreement Value: $0.00)

TRANSPORTATION PLANNING AND POLICY

32. Approval of Final Ranking and Authorization for Negotiations for Project Development and Environmental (PD&E) Study of the Proposed SR 417 – Sanford Connector, Project No. 417-246A, Contract No. 002067

33. Approval of Contract Award to Kimley-Horn and Associates, Inc. for Professional Engineering Consultant Services for the Project Development and Environmental (PD&E) Study of the SR 417 Widening from SR 528 to SR 408, Project No. 417-178, Contract No. 002056 (Agreement Value: not-to-exceed $525,000.00)

The following items are for information only:

A. The following is a list of advertisement(s) from: February 11, 2024 to March 10, 2024
   1. Systemwide Aquatic Vegetation Control Services
   2. 528-181: SR 528 Turkey Creek Tropical Storm Ian Erosion – Construction

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

B. The following is a list of anticipated advertisements (3-4 month look ahead)
   1. 417-833: SR 417 Widening Landscape Installation, Econ Trail to Seminole County Line
   2. 528-168: SR 528 Widening from Goldenrod to Narcoossee – CEI Services
   3. 599-524: Layer 2 Switch Equipment
   4. Construction Management Consultant
   5. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
   6. Systemwide Landscape Design Services

CONSENT AGENDA ITEM #1

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Second Contract Renewal with Thorn Run Partners, LLC for Federal Advocacy Services
Contract No. 001869

Board approval is requested for the second renewal of the referenced task-order based contract with Thorn Run Partners, LLC in the amount of $49,200.00 for one year beginning April 1, 2024 and ending March 31, 2025. The original contract was one year with two one-year renewals.

The services to be provided includes monitoring of national legislative issues unique to toll agencies.

Original Contract	$ 49,200.00
First Renewal	$ 49,200.00
Second Renewal	$ 49,200.00
Total	$ 147,600.00

This contract is included in the OM&A Budget.

Reviewed by: _____
Sue Chrzan
Chief of Staff/Public Affairs Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001869

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Thorn Run Partners, LLC hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on January 4, 2022, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of April 1, 2022, whereby CFX retained the Consultant to provide federal advocacy services.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on April 1, 2024 and end on March 31, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $49,200.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

THORN RUN PARTNERS, LLC

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O Thacker, Interim General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001869

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 Thorn Run Partners, LLC hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on January 4, 2022, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of April 1, 2022, whereby CFX retained the Consultant to provide federal advocacy services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on April 1, 2023 and end on March 31, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $49,200.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

THORN RUN PARTNERS, LLC

By: Jim Davenport
Print Name: Jim Davenport
Title: Partner

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: Ethan Weil
Print Name: Ethan Weil

By: Kevin Carugati
Print Name: Kevin Carugati

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.02.15 17:00:08 -05'00'
Aneth Williams, Director of Procurement

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: 2023.02.15 16:23:23 -05'00'
Diego "Woody" Rodriguez, General Counsel

CONTRACT
FEDERAL ADVOCACY SERVICES
CONTRACT NO. 001869

This Contract No. 001869 (the "Contract" as defined herein below), is made this 4th day of January 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and THORN RUN PARTNERS LLC, hereinafter the "CONSULTANT":

WITNESSETH:

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

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

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

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

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

1. SERVICES TO BE PROVIDED

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

The services to be provided under this Contract include providing legislative advocacy and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

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

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year beginning April 1, 2022. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for

any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $49,200.00.

3.2 CONSULTANT's compensation for the services provided hereunder shall be task-order for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the

Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONSULTANT shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONSULTANT under this agreement.

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, or authorized representative and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be

responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

CONSULTANT RESPONSIBILITY

7.1 CONSULTANT shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONSULTANT shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONSULTANT and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

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

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONSULTANT shall be responsible for any theft or conversion of collected funds by employees of CONSULTANT, or arising out of the negligence or willful misconduct of CONSULTANT;

7.5 CONSULTANT shall immediately notify CFX of any material adverse change in CONSULTANT's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONSULTANT, or of the existence of any material impairment of rights or ability of CONSULTANT to carry on as its business and operations are currently conducted.

7.6 CONSULTANT shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONSULTANT's employees from leaving CONSULTANT's employ and taking employment with any successor of CONSULTANT for CFX's toll operations and management services.

8. INDEMNITY

To the extent caused by the CONSULTANT, the CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,

8.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONSULTANT's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

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

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

9.1 Keep and maintain public records required by the public agency to perform the service.

9.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

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

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the

media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONSULTANT, its employees, agents, officers, and subconsultants may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT, its employees, agents, officers, and subconsultants' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**

11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONSULTANT Property or any license granted to CFX for use of the CONSULTANT Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or

claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there is no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONSULTANT, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

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

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

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

16. DISPUTES

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

17. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal CONSULTANT, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

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

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

18. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

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

In consideration of the foregoing premises, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

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

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

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

21. INTERPRETATION

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

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

23. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

23.4 Obligations upon expiration or termination of the Contract; and

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

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to CFX, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

24.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

25. INSPECTOR GENERAL

CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

26. ASSIGNMENT

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

27. VERIFY

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

28. PPROPRIATION OF FUNDS

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

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Staff/Public Affairs Officer

CONSULTANT: Thorn Run Partners, LLC
100 M Street, SE – Ste. 750
Washington, DC 20003
Attn: Jim Davenport, Partner

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.20 16:31:39 -05'00'

Director of Procurement

Print Name: **Aneth Williams**

THORN RUN PARTNERS LLC

By: _____

Signature

Jim Davenport

Print Name

Partner

Title

ATTEST: _____ (Seal)

DATE: 1/6/22

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.01.19 12:02:00 -05'00'

Diego “Woody” Rodriguez, General Counsel

EXHIBIT "A"

FEDERAL ADVOCACY SERVICES
SCOPE OF SERVICES

The Consultant shall provide Federal Legislative Advocacy and Consulting Services as requested by Central Florida Expressway Authority (CFX) for various projects / issues related to CFX's masterplan and work program. The goal of such representation will be to secure legislation and federal funding for projects that have been identified by CFX as priorities.

Legislative Representation.

Upon direction from CFX, the Consultant shall:

A. Advise and assist with respect to matters involving federal governmental or regulatory bodies;

B. Attend all legislative sessions considering issues affecting CFX and appropriate legislative meetings;

C. Review and report on all pertinent, pending legislation and appropriations affecting CFX. This review shall also include all appropriate committee meetings, hearing and conferences;

D. Prepare and coordinate responses to legislative inquiries;

E. Submit requests for funding for various transportation projects to the United States Department of Transportation, the Federal Highway Administration, the United States Congress and other appropriate governmental agencies;

F. Provide specialized assistance in expediting and processing applications submitted to the federal regulatory bodies;

G. Travel to the CFX office, as necessary, to meet with the staff and the CFX Board in the development, review, and follow-up of legislative issues. Travel must be approved in advanced by the Executive Director. Travel will be reimbursed in accordance with Florida Statue 112.

H. Perform other similar assignments as directed by CFX.

I. Arrange for meetings with members of Congress, including members of the Florida Delegation, as well as Members in leadership positions such as Chairman and Ranking Members of key committees. Arrange meetings with senior staff of Congressional Committee and key officials at both the White House and key Administrative Agencies.

J. Availability to CFX, if requested, on a twenty-four hour basis during the session: assisting in writing, interpreting, and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; and providing monthly written progress reports detailing services that have been rendered.

K. Report and meet with CFX on a weekly basis, or on as needed basis, while the Congress is in session on those issues important to CFX and the actions taken on such issues.

L. Prepare monthly reports (weekly during the Legislative session), in a timely manner, advising CFX of the current status of all projects / issues that they are monitoring or tracking that may affect CFX, the actions being taken on such issues, and recommendations for future actions on such issues.

Revisions

CFX may revise this Scope of Services, highlighting or de-emphasizing certain facets or activities, as CFX's priorities emerge and new information becomes available.

End of Scope of Services

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Second Contract Renewal with AskReply, Inc. d/b/a B2GNow for Contract Compliance Software and Maintenance Services
Contract No. 001443

Board approval is requested for the second renewal of the referenced contract with AskReply, Inc. d/b/a B2GNow in the amount of $28,964.00 for one year beginning on July 2, 2024 and ending July 1, 2025. The original contract was for five years with four one-year renewals.

The work to be performed includes contract monitoring and maintenance services.

Original Contract	$ 118,968.00
First Renewal	$ 27,684.00
Second Renewal	$ 28,964.00
Total	$ 175,616.00

This contract is included in the OM&A Budget.

Reviewed by:

Malaya Bryan
Director of Business Opportunities

Lisa Lumbard

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001443

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AskReply, Inc. d/b/a/ B2GNow., a foreign profit corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on June 15, 2018, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), and a Notice to Proceed Date of July 2, 2018, whereby CFX retained the Contractor to provide contract compliance software and maintenance services.

WHEREAS, the Parties seek to renew the Original CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 July 2, 2024 and end on July 1, 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 the compensation schedule of the Original Agreement in an amount up to $28,964.00 ("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.

ASKREPLY, INC d/b/a B2GNOW

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O Thacker, Interim General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001443

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 AskReply, Inc., d/b/a B2GNow, a foreign corporation, registered and authorized to do business in the State of Florida, hereinafter called "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 June 15, 2018, (collectively, the "Original Agreement"), with a Notice to Proceed date of July 2, 2018, whereby CFX retained the Contractor to provide contract compliance monitoring software and maintenance 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 July 2, 2023 and end on July 1, 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 the Contractor's attached quote dated October 17, 2022, in an amount up to $27,684.00 ("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.

ASKREPLY, INC. d/b/a B2GNow

By: Frank Bergthe
Print Name: Frank Bergthe
Title: Chief Operating Officer

ATTEST: Melissa Flores (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: Melissa Flores
Print Name: Melissa Flores

By: _____
Print Name: _____

MELISSA FLORES
Notary Public - Arizona
Maricopa County
Commission # 558366
My Comm. Expires Feb 13, 2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.02.28 14:23:50 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2023 fo its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.02.28 12:07:26 -05'00'
Diego "Woody" Rodriguez, General Counsel

2018 JUN 27 AM10:35

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001443

This Agreement is made this 15th day of June 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and AskReply, Inc., d/b/a B2GNow, whose address is 3225 N. Central Avenue #120, Phoenix, AZ 85012 who is registered and authorized to conduct business in the State of Florida 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 CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide contract compliance monitoring software and maintenance services; and

WHEREAS, on or about May 21, 2014, the CONTRACTOR entered into an agreement with Board of County Commissioners of Hillsborough County, hereinafter "County," to provide the same services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and the County was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included a Request for Proposal S-0120-0-2014/CM and sealed bids from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the County, attached hereto as **Exhibit "2"**, which was awarded through a competitive bidding process, hereinafter "County Contract," for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the County; and

WHEREAS, the County Contract consists of the following four (4) parts consisting of the following:

PART A:	**INSTRUCTIONS TO PROPOSERS**	IP 1-12
	HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL	IP 12
PART B:	**SPECIFICATIONS**	
	1. GENERAL CONDITIONS	GC 1 -10
	2. MINIMUM SPECIFICATIONS	MS 1 - 15
PART C:	**PROPOSAL**	P 1 - 8
	EXHIBIT I: HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS	EEO 1 - 4
	EXHIBIT II: NARRATIVE QUESTIONNAIRE	NQ 1 - 3
	EXHIBIT Ill: W-9	W9-1
PART D:	**AGREEMENT**	A 1 - 4

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

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

1. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE COUNTY CONTRACT

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

2.1 The term "COUNTY" or "Hillsborough County" in the County Contract shall be replaced with the "Central Florida Expressway Authority."

2.2 The term "Board of County Commissioners" in the County Contract shall be replaced with "CFX Board."

2.3 The definition of "Board of County Commissioners" in the County Contract shall be deleted.

2.4 The term "County Administrator" in the County Contract shall be replaced with "Executive Director" and the definition of "County Administrator" shall be deleted.

2.5 In Part A, Sections 17, 19, 20, and 23, on pages IP-5 and IP-6, shall be deleted.

2.6 In Part A, Section 29 on page IP-7 shall be modified to replace Hillsborough County Business Tax" with "Orange County Business Tax."

2.7 Article 7 on page GC-3 entitled "FLORIDA PUBLIC RECORDS LAW" in the County Contract shall be supplemented with the following:

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

CFX has the right to unilaterally cancel this Agreement if the CONTRACTOR refuses to allow public access as required by the Florida Statutes or at CFX's direction.

2.8 Article 8 on page GC-4 entitled "CONTRACTOR MUST HAVE LEGALLY AUTHORIZED WORKFORCE" in the County Contract shall be amended by deleting the stricken words in the following sentence:

Legitimate claims of the CONTRACTOR'S use of unauthorized workers must be reported to ~~both of the following agencies:~~

~~The COUNTY'S Compliance Services hotline at (813) 272-6554; and~~ ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

2.9 Article 11 on page GC-5 entitled "CHANGES OF CONTRACT PRICE" in the County Contract shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

ARTICLE 11 - CHANGES OF CONTRACT PRICE

The total compensation payable to the CONTRACTOR for performing the work in accordance with the terms of this contract shall be based upon the following described factors:

A. Application of unit prices to the actual quantities (as measured in the field by appropriate CFX ~~COUNTY~~ representatives of those items designated in CFX Proposal (Part C) as being a Unit Price item;
B. Application of unit shown in CFX Proposal (Part C) to items designated as original plan quantity items; and,

The Proposal price shown in CFX Proposal (Part C) represents an estimate of the total compensation due to the CONTRACTOR under the terms of these Contract Documents which is based upon the quantities of items

listed therein. The actual total compensation paid to the CONTRACTOR for the project described in these Contract Documents may vary from that amount stated in CFX Proposal (Part C) due to:

(a) Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,

(b) Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

2.10 Article 14 on page GC-6 entitled "EPAYABLES ELECTRONIC PAYMENT SOLUTION" in the County Contract shall be deleted.

2.11 Article 15 on page GC-6 entitled "SUSPENSION OF WORK AND TERMINATION" shall be amended to add the following clause: "In the event of termination, CFX is entitled to a pro rata reimbursement of the annual payment."

2.12 Article 16 on page GC-6 entitled "FAILURE TO PERFORM" shall be amended to add the following clause: "In the event of termination, CFX is entitled to a pro rata reimbursement of the annual payment. CFX shall be obligated to pay for services not properly performed."

2.13 Article 25 on page GC-9 entitled "SUPPLEMENTAL UNILATERAL EXTENSION PERIODS" shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

"ARTICLE 25 - SUPPLEMENTAL UNILATERAL EXTENSION PERIODS

CFX ~~The COUNTY~~, through its Director of Procurement ~~Financial Services (Procurement)~~, has the option and reserves the right to unilaterally extend this contract or renewal period for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of CFX's ~~the County's~~ intent to extend shall be provided by CFX ~~the COUNTY~~ in writing to the CONTRACTOR prior to the expiration of the contract, or the renewal period if the contract has been previously renewed."

2.14 Article 29 on page GC-10 entitled "Contract Term" shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

ARTICLE 29 - CONTRACT TERM

The term of this contract shall be a five (5) ~~Six (6)~~ year period from the effective date of CFX's ~~the COUNTY's~~ Notice To Proceed. At the sole option of CFX~~the COUNTY~~, this contract may be renewed for additional four (4) – one (1) ~~two (2) – two (2)~~ year period(s), at the same terms and conditions. CFX has the right to terminate for any reason or no reason with seven (7) days written notice.

2.15 Article 30 on page GC-10 entitled "Price Escalation/De-Escalation Clause" shall be amended by deleting the text that is stricken and adding the text that is underlined as follows: "CFX ~~The COUNTY~~ shall notify the CONTRACTOR in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed three (3%) ~~six (6%)~~ percent in any year."

2.16 Paragraph 5.3.2 on page MS-5 in Part B2 entitled "Minimum Specifications" shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

5.3.2 Copies of CFX's ~~the County's~~ Information Security Policies and Standards are available upon request. ~~can be viewed at:~~

~~5.3.2.1 ITSInformationSecurityPolicies.pdf~~
~~http://www.hillsborouqhcounty.org/DocumentCenter/View/4664~~

~~5.3.2.2 ITSInformationSecurityStandards.pdf~~
~~http://www.hillsborouqhcounty.ora/DocumentCenter/View/4665~~

2.17 Paragraph 6.1.2 on page MS-10 in Part B2 entitled "Minimum Specifications" shall be amended by replacing the PM for this Contract with:

Iranetta Dennis, Director of Supplier Diversity
Central Florida Expressway Authority
4974 ORL Tower Road, Orlando, Florida 32807
(407) 690-5000

2.18 Paragraph 9 on page MS-12 in Part B2 entitled "Minimum Specifications" shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

9. Deliverable Submittals and Approval

Payment is not due until CFX determines that the deliverables have been properly performed and CFX approves the milestone.

10. General Deliverable Requirements - Deliverable Schedule

10.1 ~~The County~~ CFX shall pay the Contractor by the following deliverables:

. . . .

2. Data Migration - Data provided by ~~the County~~ CFX shall consist of (at a Minimum):

Certification and Registration: All data that is required by CFX.
~~Tax Ids, Business Names, OBA Names, General Business Contact Information: Phone, Fax, Email, website, Physical Addresses, City State, Zip, Primary Contact Names, First and Last, Title, Business Type, Business Description, No. Employees Full and Part Time, Company Ethnicity, Company Gender, Commodity Codes, Certification Dates, Registration Dates, Certification Status, Registration Status, Certification Type, Registration Type, Expiration Dates,~~

Contracts: All data that is required by CFX.
~~Contract Names, Contract Numbers, Prime Contractor, Subcontractors, Department, Buyer, Assigned Contract Specialist, Contract Amount, Award Date, Contract End Date, Overall Goal, Commitment Amount~~
Dollar Value Assigned= 10% of Total Bid Price for Year 1

2.19 Services. Paragraph 1 in Part D, page A-1 shall be shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

> The CONTRACTOR, being the best responsible proposer, shall provide to the CFX ~~COUNTY~~ the labor, services, materials and all appurtenances thereto per the requirements set forth in the Request for Proposal S-0120-0-2014/CM, CONTRACT COMPLIANCE MONITORING SOFTWARE AND MAINTENANCE SERVICES as described in the proposal to CFX attached as **Exhibit 1.**

2.20 Term. Paragraph 4 in Part D, page A-1 shall be shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

> "This Agreement shall be in effect for the period beginning ~~June 15. 2014~~ upon issuance of the Notice to Proceed and ending ~~June 30. 2020~~ five years after the NTP or as extended. The CONTRACTOR shall commence performance of service/work required hereunder on said beginning date unless otherwise stated herein."

2.21 Payment. Paragraph 7 on page A-1 in part D of the Agreement shall be amended by deleting the text that is stricken and adding the text that is underlined as follows:

> "CFX ~~The COUNTY~~ shall pay and the CONTRACTOR shall accept as full compensation for all work done and materials furnished; for all costs and expenses incurred, and loss or damages sustained by reason of action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the Work herein specified; and for well and faithfully completing the Work, the whole thereof, therein provided, and maintaining the Work in good condition until the final payment is made, an amount based upon the actual quantities of work and materials utilized in constructing the project, compensable at the unit prices shown in CFX Proposal (Part C) attached as **Exhibit 1**, however, in no event shall the total compensation paid under the terms of this Agreement exceed the annual sums identified in the Payment Schedule below ~~$ 271 ,950.00~~ for a Five (5) ~~Six (6)~~ Year Period unless otherwise authorized by CFX ~~the COUNTY~~ in a Modification Agreement. CFX ~~The COUNTY~~ and the CONTRACTOR acknowledge that the Total Proposal Price shown in Proposal (Part C) is based upon the extension of the unit prices and estimated quantities shown in Proposal (Part C). CFX ~~The COUNTY~~ and

the CONTRACTOR acknowledge that the performance of this Contract may require changes in the item quantities shown in CFX Proposal (Part C) which changes may result in adjustments in the pay quantities which comprise elements of the CFX Total Proposal Price shown in Proposal (Part C). All such changes and adjustments shall be accomplished by Modification Agreement(s) issued in accordance with the provisions of these Contract Documents."

CONTRACTOR shall not be entitled to additional payments for any additional work that is outside the scope of this proposal unless CFX approves a written change order or a contract amendment.

Payment Schedule

	Deadline from Notice to Proceed	Milestone Payment	Not to Exceed Amounts*	Payment Due Date
Work Plan	30 days	5%	$1,995	
Data Migration	90 days	10%	$3,990	
Testing/System Configuration/Set-Up	90 days	15%	$5,985	
Training	90 days	20%	$7,980	
System Acceptance	90 days	50%	$19,950	
Total			$39,990	
Year Two			$26,095	1 year after Acceptance
Year Three			$26,878	2 years after Acceptance
Year Four			$27,684	3 years after Acceptance
Year Five			$28,514	4 years after Acceptance

*Assumes maximum escalation of 3%.

2.22 Paragraph 12 on page A-2 in part D of the Agreement shall be amended by deleting "venue shall be in Hillsborough County, Florida" and adding "The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida."

2.23 Paragraph 14 on page A-2 in part D of the Agreement shall be replaced with the following: Notice – any notice required by this Agreement shall be given to the following representatives of the parties:

CFX	CONTRACTOR
Central Florida Expressway, Authority	Ask Reply, Inc. d/b/a/ B2G Now
4974 ORL Tower Rd., Orlando, FL 32807	~~3225 N. Central Avenue #120 Phoenix, AZ 85012~~ 725 W. McDowell Rd
Phone: 407-690-5000	Phone: 602-325-9277 Phoenix, AZ 85007
Attention: Iranetta Dennis	Attention: Frank Begalke

With a copy to:

CFX	CONTRACTOR
Central Florida Expressway, Authority	Ask Reply, Inc. d/b/a/ B2G Now
4974 ORL Tower Rd., Orlando, FL 32807	~~3225 N. Central Avenue #120 Phoenix, AZ 85012~~ 725 W. McDowell Rd.
Phone: 407-690-5000	Phone: 602-325-9277 Phoenix, AZ 85007
Attention: General Counsel	Attention: Frank Begalke

3. 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 Agreement in the manner and to the full extent as required by CFX.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the Price Proposal attached to this Agreement.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in the CONTRACTOR's County Contract.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 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.

6. CONTRACTOR'S RECORDS.

The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONTRACTOR hereby grants CFX and its duly authorized representative's permission to audit and review any and all of the CONTRACTOR's records pertaining to the Agreement. The CONTRACTOR shall furnish CFX all invoices and statements for which it requests reimbursement.

7. PERSONAL SERVICE CONTRACT.

This Agreement is not assignable by the CONTRACTOR without the expressed written consent of CFX.

8. ENTIRE AGREEMENT.

It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

9. PRESS RELEASES.

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

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

11. INSPECTOR GENERAL.

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

12. ANTI-DISCRIMINATION STATEMENT.

Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;

may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

14. SUBLETTING AND ASSIGNMENT

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

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

approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

15. 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.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or other individuals assigned to CFX shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed. CFX reserves the right to require replacement of any individual for any reason with or without cause.

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

ASK REPLY, INC.,D/B/A B2GNOW

By: Frank Begalke
Authorized Signature

Print Name: Frank Begalke

Title: Chief Operating Officer

Attest: _____ (Seal)

Date: 06/25/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

2018 JUN 27 AM 10:35

Approved as to form and execution, only.

_____
General Counsel for CFX

Exhibits

1. CFX Price Proposal
2. County Contract
3. Certifications to CFX and Additional CFX Forms

- **Vendor management:** Staff will be able to manage vendor accounts, including adding and editing information related to vendors (subcontractors and suppliers).
- **Vendor accounts:** Vendors will have password-protected access to their own accounts. They will also be able to set up multiple users.
- **Online Vendor registration:** Vendors will be able to register online to create an account.
- **Search:** Staff will have full search capabilities (i.e. searching for vendors by owner name, contract name, certification, DBEs, MBEs, WBEs, ethnicity, gender, keyword, etc.).
- **Reporting:** Staff will be able to run reports at any time.
- **Messaging:** Users will be able to create and send messages to each other. A copy of the message is emailed and/or faxed to recipients based upon their account settings. The presence of file attachments, including a link to the attachment, is indicated in the email/fax notification, but attachments are not sent out to the email/fax recipient.
- **Help & support:** Users will have access to online help and the Forums/Knowledge Base.
- **Connectivity/interfacing:** System has an interface ability to exchange data with existing and future systems.
- **File attachments:** Enable any set of approved file types to be attached to transactions and documents. The system will track downloading and viewing of files by any user.
- **Spell checking:** One pass spell checking of all forms with customizable dictionary.
- **Commodity codes:** Supports multiple commodity code types simultaneously (NIGP, NAICS, etc.). Search, browse, and edit commodity codes, then assign them to transactions and records.
- **System portal & content:**
  - Multi-lingual home page content customizable through web-based interface.
  - Customizable page layout and database data fields.
  - Conforms to organization's current web site.
- **Security:** The system provides maximum security, including:
  - Detailed user and transaction audit trails.
  - Password protected account for every user.
  - 256-bit SSL encryption.
  - 100% web-based.
  - No cookies.
- **Template management:** Staff will be able to use and manage standard transaction templates.
- **Communications Log**
  - Track all email, fax, letter, and phone communications.

CONTRACT COMPLIANCE MODULE

- **Contract management:** Staff will be able to add, manage, and close out contracts. Staff will be able to manage each contract and add new contracts as needed. A contract may include multiple second tier certified and non-certified subcontractors. A variety of tools are available, including subcontractor lists, extensions, suspensions, cancellations, change orders, close out, and deletion.
  - **Subcontractor list:** Staff will be able to add multiple subcontractors to a contract. An unlimited number of levels are supported.

- **Change orders/amendments:** When change orders or contract amendment impact goals, the system will automatically re-calculate the new goals based upon original and new data.
- **Notifications:** Contract officers can generate hard copy/email/fax notices for contract award, not meeting goal, contract close, and other related contract events.
- **Contract close out:** At the end of a contract, staff will be able to rate a prime contractor relative to their diversity goal, verify any subcontractor retainage, and set the contract as closed.

- **Contract compliance:** The system will automatically initiate audits at chosen intervals.
  - All active contractors will be notified by email and/or fax to log in to their accounts and provide/confirm payment information for subcontractors. Each contract shall have configurable settings regarding the circumstances and timing of audits.
  - If a payment is rejected, a discrepancy is created and prime and subcontractor are immediately notified of the need to resolve the issue.
  - Staff will have access to all audits, and will be able to enter data on behalf of the vendors, and edit any existing data, at any time.
  - Vendors will be able to enter and edit data for a set period of time, after which they will contact their contract compliance officer for an extension.
  - The system will track the payment histories, including submitting user, date/time, and comments. As an audit record is modified, previous submissions will be archived for future reference. This historical information is available upon the Authroity's request.

Online Vendor Registration Module

- **Custom Online Registration Portal:** Portal will be crafted to match the look and feel of your organization's existing website. Portal content is configurable to your requirements.
- **Two step process:**
  1. Account creation – capture user and company contact information
  2. Questionnaire – capture additional vendor data per Lenovo's requirements
- **Vendor validation process:** During account creation the system utilizes a sophisticated vendor validation process to identify and minimize vendor account duplication.
- **Registrations acceptance:** Vendor registration can be auto-accepted or require review by staff member before being accepted.
- **Configurable questionnaire:** Questionnaire is configured specifically to each client's needs to capture data relevant to their organization. Questions can be configured as radio buttons, drop down lists, text fields, dates, or documents. Questions can be required or optional.
- **Automated renewal process:** On a set timeframe (e.g. 2 years, configurable to Lenovo's requirement), the system will automatically notify registered firms to access their account and submit an updated registration. Firms can also submit profile updates at any time to maintain the accuracy of their information.

- **Public registry:** A searchable list of registered firms can be made available for public access. This includes the option of an Excel download.

OUTREACH & EVENT MANAGEMENT MODULE

Staff will be provided access to the Outreach Management tool.

- User creates "campaign" of a particular type: program notice, bid notification to suppliers, seminar/training session with optional online RSVP capabilities. All content is templated and can be customized.
- User searches for firms by name, region, NAICS/NIGP code, then adds them to the campaign's contact list.
- Initial notices are sent out by email and/or fax, with automatic reminders distributed at user-selected intervals.
- Bulk email (and fax, if selected) messaging capability is available to notify vendors of outreach activities.

CERTIFICATION MANAGEMENT MODULE

- Authorized staff will be able to create and edit certification records.
- Records will be created when a certification application is first received.
- Based upon certification type, business type, and action (new/recertification), a list of required and optional supporting documents and review questions are generated for the certification officer.
- Staff will mark supporting documents as received and validated, answer set questions, and record field audit details. Applicants with incomplete data can be notified by email, fax, and/or hardcopy letter. Unresponsive applications can be closed.
- After final decision, applications are marked approved or denied. If approved, certification start and end dates are entered and the certification is published to the Directory.
- For approved applications, letters and certificates are generated.
- As a certification nears expiration, staff can generate email/fax/hardcopies recertification notices and reminders.

ONLINE CERTIFICATION APPLICATION MODULE

Staff will be provided access to the Online Certification Application module.

- Applicants can start an application online, entering designated information.
- Applications can be filled out in parts, permitting the user to save the form as they go.
- Once complete, they submit the application, print a confirmation page, sign (and certify/notarize, if necessary), and mail in along with supporting documentation.
- Once received, staff can designate the application as received and begin the review process.

Standard System Import Interfaces for contract payment data

B2Gnow has extensive implementation and integration experience with enterprise-level financial, procurement and data warehouse systems. B2Gnow has successfully interfaced with over 100 external systems during customer implementations.

Interface development is based upon the B2Gnow Data Implementation Process, and is well-documented and tested through dozens of projects. The most efficient method for data exchange is for the information to be provided as a flat file to the City on a secure FTP server account. Data will be considered verified and ready for export when placed on the FTP server. All data manipulation, filtering and verification will be performed before being placed on the FTP server.

Data Migration (certification data)

B2Gnow uses an established methodology for migrating historic data into the system. Data templates for selected record types (e.g. vendors, contracts, payments) guide the Authority to identify relevant information, standardize the input, and streamline the process. The final data sets are then loaded into the configured system by B2Gnow. Data not ready to load, unduplicated, clean, well-defined, and in an approved electronic format may require additional work outside of the project scope.

B2Gnow will provide templates for account and transaction data. Data designated by the Authority at the beginning of the project will be loaded into the system by B2Gnow.

1. **Staff Accounts**: The Authority will enter user data into provided template. B2Gnow will create these user accounts.
2. **Certified Directory**: The Authority will provide a current digital copy of certified directories that it uses. B2Gnow will use this data to create certification records for vendors where possible.

   ** Incomplete data records, excessive duplication, erroneous data, and other data issues will likely result in an inconsistent database. B2Gnow will attempt to ensure the highest level of data quality, within reason and the limits of the data. No guarantee can be made as to the final outcome of the database. Once the first version of the certification database has been created, it will be possible for staff to view and identify incomplete, inconsistent, and incorrect data. This data will be available for correction to enhance the accuracy of the database. It is the Authority's responsibility to correct any data that was erroneous, inconsistent, or incomplete prior to the import.*

PART B
SPECIFICATIONS
1. GENERAL CONDITIONS

ARTICLE 1

The Contract

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract Documents:

PART A: INSTRUCTIONS TO PROPOSERS

PART B: SPECIFICATIONS

1. General Conditions
2. Minimum Specifications

PART C: PROPOSAL

EXHIBIT I: EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT II: NARRATIVE QUESTIONNAIRE

All Addenda Issued by the COUNTY Prior to the Receipt of Bids.

All Supplementary Drawings Issued After Award of the Contract.

All Provisions Required by Law to be a part of the Contract Documents, Whether Actually Inserted Therein or Not.

ARTICLE 2 - DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

"Addendum" shall mean the additional contract provisions issued in writing by the COUNTY prior to the receipt of Proposal.

"Agreement" shall mean the written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed. The Agreement will be attached to and made a part of the Contract Documents.

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

"Bonds" shall mean Proposal, Performance, and/or Payment Bond and other instruments of security furnished by the CONTRACTOR and his Surety in accordance with the Contract Documents.

"Contract" or "Contract Documents" shall mean each of the various parts of the Contract referred to in Article 1 of the General Conditions both as a whole and severally.

"CONTRACTOR" shall mean the successful Proposer and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

"Contract Price" shall mean the total monies payable to the CONTRACTOR under the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Agreement for the completion of the Work.

"Contract Work" shall mean any and all obligations, duties and responsibilities necessary for the successful completion of the project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

"COUNTY" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract Work is being performed.

"County Administrator" shall mean the County Administrator of Hillsborough County.

"Day" shall mean one calendar day when used in the Contract Documents.

"Designee" shall mean individual appointed by County Administrator to act on their behalf.

"Minimum Specifications" shall mean the portion of the Specifications dealing with the technical requirements of the work to be performed under this Contract including materials, equipment and workmanship.

"Modification Agreement" shall mean written order to the CONTRACTOR signed by the COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price issued after execution of the Agreement.

"Notice" shall mean a written notice for the COUNTY and the CONTRACTOR. Notice shall be served upon the CONTRACTOR either personally or by leaving the said notice at the residence or with a designated agent in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business given in the Proposal and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

"Notice of Award" shall mean the written notice given by the COUNTY to the successful Proposer.

"Notice to Proceed" shall mean the written notice given by the COUNTY to the CONTRACTOR of the date for the work to start.

"Project" shall mean the entire improvement of which the Contract forms a part.

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the contract period.

"Proposal" shall mean the offer or proposal of the Proposer submitted on the prescribed form setting forth the prices for the work to be performed.

"Proposer" shall mean any person, partnership or corporation submitting a proposal for the Work.

"Services" shall mean the improvement and/or the means or methods necessary for implementation and prosecution of this Project.

"Site" shall mean the area upon or in which the CONTRACTOR's operations are carried on and such other areas adjacent thereto as may be designated as such by the COUNTY.

"Specifications" shall mean these General Conditions, any Special Conditions, and Minimum/Technical Specifications and Plans.

"Subcontractor" shall mean any person, firm or corporation other than employees of the CONTRACTOR who or which contracts with the CONTRACTOR to furnish, or actually furnishes labor, materials, and/or equipment for the Project.

"Surety" shall mean any corporation that executes, as Surety, the CONTRACTOR'S Proposal, Performance, and/or Payment Bond.

"Work" shall mean the improvement and/or the means or methods necessary for its implementation and prosecution which constitutes this Contract.

ARTICLE 3 -STARTING THE WORK

The CONTRACTOR will start the Work on the date determined by the COUNTY.

ARTICLE 4 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications to describe services to be performed in accordance with the Contract Documents. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he will call it to the COUNTY'S attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement; Specifications; Instructions to Proposers. Within the Specifications the order of preference shall be as follows: Addenda; Special Conditions; General Conditions; Technical Specifications. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

ARTICLE 5 - BONDS AND INSURANCE (Intentionally Omitted)

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications are at variance therewith, he will give the COUNTY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the COUNTY, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications are in accordance with such laws, ordinances, rules and regulations.

Emergencies

In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the COUNTY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Modification Agreement shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor; the same being included in the Modification Agreement.

ARTICLE 7 - FLORIDA PUBLIC RECORDS LAW:

In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders should be aware that this Invitation to Bid and all Bids are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their Bids which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's confidential and/or proprietary information.

All Bids received in response to this Invitation to Bid will become the property of the COUNTY and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the COUNTY.

All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Invitation to Bid number marked on the outside.

The COUNTY will not accept Bids when the entire Bid is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in the Bid as exempt from public disclosure, Bidder agrees to defend the COUNTY (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the COUNTY (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, incurred by the COUNTY by reason of any claim or action related to Bidder's designation of material as exempt from public disclosure.

If, under this contract, the CONTRACTOR is providing services and is acting on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, the CONTRACTOR will comply with public records laws, and specifically will:

Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services being performed by the CONTRACTOR;

Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE 8 - CONTRACTOR MUST HAVE LEGALLY AUTHORIZED WORKFORCE

CONTRACTOR is advised that the COUNTY has entered into an agreement (the IMAGE Agreement) with U.S Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Bid/Proposal, CONTRACTOR represents and warrants (a) that CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of CONTRACTOR'S employees are legally eligible to work in the United States, and (c) that the CONTRACTOR has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).

A mere allegation of CONTRACTOR'S intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR unless such an allegation has been determined to be factual by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the CONTRACTOR'S use of unauthorized workers must be reported to <u>both</u> of the following agencies:

The COUNTY'S Compliance Services hotline at (813) 272-6554; <u>and</u> ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

In the event it is discovered that the CONTRACTOR'S employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR from bidding on all COUNTY contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.

CONTRACTOR is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

ARTICLE 9 - PROJECT MANAGER'S STATUS

COUNTY's Representatives

The PROJECT MANAGER shall be the Board of County Commissioner's representative during the contract period. The duties and responsibilities and the limitations of authority of the PROJECT MANAGER as the COUNTY'S representative during the contract period are set forth in these General Conditions and shall not be extended without written consent of the Board of County Commissioners.

Rejecting Defective Work

The PROJECT MANAGER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, does not conform to the requirements of any inspection, test or approval). He will also have the authority to require special inspection or testing of the Work.

ARTICLE 10 - CHANGES IN THE WORK

Without invalidating the Agreement, the COUNTY may at any time or from time to time order additions, deletions or revisions in the Work the same being thereupon authorized by Modification Agreements. Only upon receipt of a Modification Agreement, shall the CONTRACTOR be authorized to proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

Additional Work performed by the CONTRACTOR without authorization of a Modification Agreement will not entitle him to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided in Article 6. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

The COUNTY will execute appropriate Modification Agreements prepared by the PROJECT MANAGER covering changes in the Work to be performed as provided in this Article, Work performed in an emergency as provided in Article 6, and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the COUNTY.

It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

ARTICLE 11 - CHANGES OF CONTRACT PRICE

The total compensation payable to the CONTRACTOR for performing the work in accordance with the terms of this contract shall be based upon the following described factors:

A. Application of unit prices to the actual quantities (as measured in the field by appropriate COUNTY representatives of those items designated in Proposal (Part C) as being a Unit Price item;

B. Application of unit shown in Proposal (Part C) to items designated as original plan quantity items; and,

The Proposal price shown in Proposal (Part C) represents an estimate of the total compensation due to the CONTRACTOR under the terms of these Contract Documents which is based upon the quantities of items listed therein. The actual total compensation paid to the CONTRACTOR for the project described in these Contract Documents may vary from that amount stated in Proposal (Part C) due to:

(a) Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,

(b) Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

ARTICLE 12 - CHANGES OF CONTRACT TIME

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if he makes a claim.

ARTICLE 13 - PAYMENT AND COMPLETION

Approval of Payments

The PROJECT MANAGER, within fifteen (15) days after receipt of each Application for Payment, will either indicate his approval of payment or return the Application to the CONTRACTOR indicating, in writing, the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Within thirty (30) days of approval of an Application for Payment, the COUNTY will pay the CONTRACTOR the amount approved.

The PROJECT MANAGER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to payment as set forth in the Article have been fulfilled.

The PROJECT MANAGER'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in the Article have been fulfilled.

The PROJECT MANAGER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the COUNTY. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:

A. The Work is defective;
B. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
C. The Contract Price has been reduced because of Modification Agreements.

ARTICLE 14 - EPAYABLES ELECTRONIC PAYMENT SOLUTION

(a) ePayables

If the CONTRACTOR is enrolled in the COUNTY'S ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The CONTRACTOR will be issued a VISA credit card account number with zero ($0) available funds until an invoice is approved by the COUNTY for payment. Once the COUNTY has approved payment, an electronic remittance advice will be sent to the CONTRACTOR via e-mail or fax along with approval for the CONTRACTOR to charge the VISA credit card account for that amount. The CONTRACTOR will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.

Once the CONTRACTOR is enrolled in ePayables electronic payment solution and then requests to opt out, the CONTRACTOR will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.

(b) ACH (Direct Deposit)

If the CONTRACTOR is enrolled in the COUNTY'S ACH electronic payment solution, all payments will be made using the direct deposit. The CONTRACTOR'S bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the COUNTY has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Upon seven (7) days written notice to the CONTRACTOR, the COUNTY may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed.

ARTICLE 16 - FAILURE TO PERFORM

If, during the term of this contract, the Vendor/Contractor should refuse or otherwise fail to perform any of its obligations under the contract, the COUNTY reserves the right to:

a) Obtain the goods or services from another Vendor/Contractor; and/or
b) Terminate the contract; and/or
c) Suspend/Debar the Vendor from bidding on Hillsborough County procurement/contracts for a period of up to 24 months and/or
d) Pursue any and all other remedies available to the COUNTY.

ARTICLE 17 – TERMINATION FOR CONTRACTOR BEING ON THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE SUDAN LIST AND/OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY LIST

CONTRACTOR is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars ($1,000,000.00) or more that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. The COUNTY reserves the right to terminate the Contract if the COUNTY discovers that the CONTRACTOR has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the Contract Period, the CONTRACTOR has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

ARTICLE 18 - MISCELLANEOUS

Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees, agents or others for whose acts he is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

ARTICLE 19 - MAINTENANCE OF RECORDS

The CONTRACTOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of six (6) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of six (6) years thereafter. The six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

ARTICLE 20 - FUNDING

The award of this Proposal and continuation of resulting contract will be contingent upon the availability of funds in Hillsborough County's Budget.

ARTICLE 21 - PAYMENT TO SUBCONTRACTORS

By submission of an Application for Payment, the prime CONTRACTOR certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime CONTRACTOR prior to receipt of any further progress payments. During the contract and upon completion of the contract the COUNTY may request documentation to certify payment to subcontractor's suppliers. This provision in no way creates any contractual relationship between any subcontractor and the COUNTY or any liability on the COUNTY for the CONTRACTOR'S failure to make timely payment to the subcontractor.

ARTICLE 22 - HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF $10,000 OR MORE.

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) General. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical handicap or marital status. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, physical handicap or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) Recruitment. The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap or marital status.

(3) Unions. The CONTRACTOR will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Compliance Reports. The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.

(5) Sanctions. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.

(6) Subcontractors. The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. In addition, the CONTRACTOR, with regard to the work performed during the Contract Period, shall not discriminate on the basis of familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

(7) Federal Requirements. In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

----- Section I of the Fourteenth Amendment to the United States Constitution.
----- Title VI of the Civil Rights Act of 1964.
----- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
----- Civil Rights Acts of 1866 and 1870.
----- Standards for a Merit System of Personnel Administration, 45 CFR 70.
----- Revised Order Number 4, 41 CFR 60-2.10.
----- Rehabilitation Act of 1973, P.L. 93-112.
----- Interagency Agreement dated March 23, 1973.
----- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
----- Age Discrimination Act of 1967, P.L. 94-135
----- Civil Rights Act of 1968, P.L. 90-284
----- Veterans Readjustment Act.

----- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
----- Office of Management and Budget Circular 102, Attachment O.
----- Age Discrimination in Employment Act, as amended.
----- Civil Rights Restoration Act of 1987.
----- Federal Civil Rights Act of 1991.
----- Americans with Disabilities Act
----- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
----- Clean Air Act, 42 USC 1857(h), section 306
----- Clean Water Act, 33 USC 1368, section 508

----- Executive Order 11738
----- Environmental Protection Agency Regulations, 40 CFR, Part 15

STATE

----- State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
----- Florida Statutes, Chapter 112.042, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
----- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
----- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
----- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
----- Florida Civil Rights Act of 1992, as amended

HILLSBOROUGH COUNTY

----- Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.

----- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived or any right because of race, sex, age, national origin, religion, physical handicap, or political affillation.

(Rev 02-01)

ARTICLE 23 - SEVERABILITY

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

ARTICLE 24 - PATENT/COPYRIGHT INDEMNITY

The CONTRACTOR, in accepting this Contract/Agreement, agrees to indemnify the COUNTY and hold it harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the COUNTY.

ARTICLE 25 - SUPPLEMENTAL UNILATERAL EXTENSION PERIODS

The COUNTY, through its Director of Financial Services (Procurement), has the option and reserves the right to unilaterally extend this contract or renewal period for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend shall be provided by the COUNTY in writing to the CONTRACTOR prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

ARTICLE 26 - COUNTY AS INTENDED BENEFICIARY OF SUBCONTRACTS

The COUNTY shall be an intended substantial beneficiary of the written agreements between the CONTRACTOR and its subcontractors.

ARTICLE 27 - CONTRACTOR USE OF HILLSBOROUGH COUNTY FOR MARKETING PROHIBITED

The CONTRACTOR shall in no way use any statements, whether written or oral, made by the COUNTY'S employees to market, sell, promote or highlight the CONTRACTOR and/or the CONTRACTOR'S product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the CONTRACTOR shall not use subjective or perceived interpretations, even if factual, regarding the COUNTY'S opinion of the CONTRACTOR'S performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the CONTRACTOR and/or the CONTRACTOR'S product(s) and/or service(s). This does not prevent the CONTRACTOR from including the COUNTY on its client lists and/or listing or using the COUNTY as a reference.

ARTICLE 28 - UNILATERAL CHANGE ORDERS

Without invalidating the Contract, the COUNTY, through its Director of Procurement Services, reserves the right to, at any time or from time to time, unilaterally issue change orders (the cumulative total of which shall not exceed twenty-five thousand dollars ($25,000.00)) for additions, deletions, or revisions in the services to be rendered under this Contract. Once the $25,000.00 cap is reached, all other additions, deletions, or

revisions in the services shall be valid and enforceable only when evidenced by a written modification executed and approved by the CONTRACTOR and the COUNTY.

ARTICLE 29 - CONTRACT TERM

The term of this contract shall be a Six (6) year period from the effective date of the COUNTY's Notice To Proceed. At the sole option of the COUNTY, this contract may be renewed for additional two (2) - two (2) year period(s), at the same terms and conditions.

ARTICLE 30 - PRICE ESCALATION/DE-ESCALATION CLAUSE

The following clause SHALL apply to this contract.
If the CONTRACTOR desires to request an increase pursuant to the following escalation clause for the renewal period of the contract, the CONTRACTOR shall submit, no later than ninety (90) days prior to the renewal date, the inflationary factor and background data based upon the following formula, to the County's project manager:

$$\text{NEW FEE} = \left[.75 \left(\frac{\text{CPI2} - \text{CPI1}}{\text{CPI1}} \right) + 1\right] \text{X CURRENT FEE}$$

"CPI" - The Consumer Price Index for the South Urban Region, All item – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

"CPI1" – The published CPI for the month ending sixty (60) days prior to the date notice is required for the preceding year.

"CPI2" – The published CPI for the month ending sixty (60) days prior to the date notice is required for the year in which the contract is being adjusted.

As of the renewal date of this contract, the COUNTY may decrease the contract in accordance with the above ESCALATION/DE-ESCALATION CLAUSE formula. The COUNTY shall notify the CONTRACTOR in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six (6%) percent in any year.

ARTICLE 31 - SPECIAL CONDITIONS – INDEMNIFICATION

Licensor agrees to defend, indemnify and shall hold harmless COUNTY, its employees and agents from and against any claim, suit, demand, or action alleging that the System or any component thereof infringes a U.S. patent or copyright, or any Trade Secret, or any other intangible property rights of any third party.

If a third party claim seriously endangers or disrupts COUNTY's quiet enjoyment and use of the Licensed System, Licensor shall: (1) replace the Licensed System, at no additional charge, with a compatible, functionally equivalent and non-infringing product, or (2) modify the Licensed System, without additional charge, to avoid the infringement, or (3) if approved by the COUNTY, obtain a license for the COUNTY to continue the use of the Licensed System for the term of these License Provisions and pay all additional fee(s) necessary to acquire such license up to $1,500,000.00.

PART B
SPECIFICATIONS
2. MINIMUM SPECIFICATIONS

1. Introduction and Background

1.1 The Hillsborough County Board of County Commissioners (BOCC) Economic Development Department is responsible for the implementation of Resolution R06-264, as amended by Resolution No.'s R11-020 and R12-156 Hillsborough County Disadvantaged Minority/Disadvantaged Women Business Enterprise and Small Business Encouragement (DM/DWBE & SBE) Program. The program was adopted to encourage the growth and development of DM/DWBE and SBE firms. Information regarding this program can be found at http://www.hillsboroughcounty.org/index.aspx?NID=843

1.2 The Minority and Disadvantaged Business Section of the Economic Development Department is responsible for providing the maximum practicable opportunity for minority/women-owned and small businesses to participate in the County's procurement programs which include construction, contractual services, professional consulting services and commodities, as defined by various resolutions and procedures.

1.3 The Department requires a Contract Compliance and Monitoring Software specifically geared toward government agencies with mandated Minority/Women Business programs. This solicitation is to provide a vendor-hosted solution that ensures for ease of use, adequate data management, automated reporting functions, and integration with the data from the existing financial system to position the County for potential future Disparity Studies. The County is currently monitoring approximately 160 contracts and has approximately 1600 applicants, but desires a system which is unlimited in its expansion capabilities for contracts monitored, applications/vendors, and certifications.

2. Definitions

2.1 **Business Enterprise** –shall mean any legal entity, other than a "Joint Venture", which is organized in any form (i.e. sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions for profit.

2.2 **Certification** - shall mean the verification of the authenticity of a minority or woman-owned business enterprise to determine eligibility for participation under the County's DM/DWBE Program

2.3 **DM/DWBE** – shall mean Disadvantaged Minority and Disadvantaged Women Business Enterprise

2.4 **Good Faith Efforts Documentation** – Shall mean Contractor documents which reflect good, honest intention to produce desired or required results toward meeting certified minority- and women-owned business enterprise utilization goals.

2.5 **Minority Group Members** – shall mean "minority person" means a lawful, permanent resident of Florida who is:

2.5.1 African-American, a person having origins in any of the indigenous racial groups of Africa.

2.5.2 Hispanic American, a person of Spanish or Portuguese heritage with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

2.5.3 Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

2.5.4 Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835 upon presentation of documentation thereof.

2.5.5 A woman - an adult female human.

2.6 **PRIME CONTRACTOR** – shall mean the Principal Contractor with whom the County has contracted to perform a project and who has responsibility for its completion.

2.7 **Registration** – shall mean the County's approval of an application for participation in the Small Business Encouragement Program.

2.8 **Small Business Enterprise** – shall mean "small business" means an independently owned and operated business concern that employs 25 or fewer permanent full-time employees, whose gross annual sales in professional consultant services and contractual services averaged over the previous three year period is $2,000,000 or less or whose gross annual sales in commodities averaged over the previous three year period is $2,000,000 or less, or whose gross annual sales in construction averaged over the previous three year period is $2,000,000 or less. The business shall be principally domiciled in Hillsborough County and have been in business (organized under the laws of Florida) for a period of at least one year.

2.9 **Subcontractor** – shall mean a business enterprise that contracts to fulfill a part or the whole of a contract held by a Principal Contractor (PRIME)

2.10 **Vendor** – shall mean a person or company that offers a good or service for sale.

3. Current IT Environment

HP Business Class PCs with 32-bit Intel or AMD processors
4 GB RAM
Windows 7
Internet Explorer 8
MS Outlook 2007
MS Office 2007
Servers:
HP Business Class Servers
Windows 2003 active directory
Windows Server 2003 and 2008
Symantec Endpoint Protection
Network:
Cisco-based
Fiber
Brighthouse Metro E and Roadrunner
Verizon's DSL, ELAN, EvDO and T1

4. Scope of Service

4.1 The Overall System

4.1.1 Software shall be the most current release and usable by employees with widely varying computer skills with proper training. The County requires a browser-based application that utilizes Microsoft SQL server or Oracle database.

4.1.2 Shall be an "off the shelf" software product with a browser-based application.

4.1.3 Shall be a web-based (Saas, cloud-based with no desktop client requirements) multi-user environment that shall enable the program information to be accessed by an unlimited number of users and provide for the ability to selectively assign secure internal and external user access levels to system features.

4.1.4 Shall track, manage and report on compliance monitoring, enforcement and certification management.

4.1.5 Shall be able to maintain contract and certification management templates and forms, as well as allow for easy template changes within the system. Changes shall not require support from the hosting vendor.

4.1.6 Shall be modular for cost effective implementation and upgrade methods.

4.1.7 Contractor shall provide future upgrades that shall keep the County's Contract Compliance Software current with evolving technologies. The capabilities shall eliminate any need to

reconfigure any feature that can be customized or configured such as menus, reports, databases, screens, etc.

4.2 **Certification Management**

4.2.1 Shall enable clients to submit applications online, with help features available, both online (FAQ/HELP) and vendor managed support.

4.2.2 Shall provide a complete archival record of all interaction between County staff and potential applicants online to include, but not be limited to: date/time stamped emails, submittals, and online entries.

4.2.3 Shall have the ability for applicant to submit attachments/ substantiating documentation online which shall automatically attach to the appropriate application.

4.2.4 Provide a checklist for completing the application or a sectioned application which prompts applicants to provide the information required, preventing the submission of incomplete applications.

4.2.5 The system should allow potential applicants to enter application data over a specified time frame and provide alerts to applicants on time remaining to complete.

4.2.6 Applicants should be able to check the status of their application online without the need to contact County staff.

4.2.7 County staff shall be able to process the application online and receive reports and alerts on submissions.

4.2.8 Email and Letter generation within the system are preferred.

4.2.9 The Certification system shall also have the ability to track and annotate reciprocal certifications.

4.2.10 Certification system shall be able to track and report based on a specified time frame: volume of application received and processed, volume and status of certifications, re-certifications, registrations, re-registrations, reciprocal certifications, denials, de-certifications, appeals and graduations.

4.3 **Subcontracting Opportunities**

4.3.1 The system should have the ability to assign private and secure logins for both PRIMES and SUBS. The system shall provide searchable and downloadable directories of certified (DM/DWBE) Disadvantaged Minority/Disadvantaged Woman Business Enterprise firms by trade category. Ability for PRIMES and Subs to contact each other within the system and have said communication stored electronically would be highly desired.

4.4 **Contract Compliance**

4.4.1 The system shall have the ability to track DM/DWBE contract goals for all construction, service, CCNA, Design/Build, Construction Manager at Risk contract requirements with the ability to calculate actual percentages whether the percentages are above or below the established goal. The system shall be able to track and archive complete project histories including: history of PRIMES and SUBS, County payments to PRIMES receive data from Oracle BOCC Payables module, PRIME payments to subs against contract goals, affirmative action plans, Project Manager Contact Information for both Vendor and County representatives, multiple work order payment entries. The system shall have the ability to provide alerts to County Staff on any contract where a goal is not being met, within a specified time frame.

4.5 **Communication**

4.5.1 System shall have the ability to send emails, said emails shall have the ability to be archived and produced for possible public records requests. The system shall also give vendors the ability to "opt out" of email receipt if they so choose and shall meet the requirements of FL Statue 119, Public Records. The system should have the ability to post events and announcements. The system should be able to generate mailing labels. It is desired that

PRIMES and Subcontractors have the ability to communicate with each other, via email, within the system in order for the County to track and archive this communication electronically.

4.6 **Reporting:**

4.6.1 The system shall be able to generate reports on a variety of criteria, including, but not limited to:

4.6.1.1 (Contract) individually by project performance, by vendor, by subcontractor, by department, by ethnicity, by gender, by trade category, by commodity class, by type of contract including statistical analysis of goal achievement and payments.

4.6.1.2 Contract example: County dollars spent per contract to Prime Vendor, dollars spent by PRIME to Subcontractors, percentage of total project spend which was paid to minority contractors

4.6.1.3 Contract example: Percentage of utilization of minority firms by designator per fiscal period (i.e. percentage of total construction dollars given to Woman firms or Hispanic firms.)

4.6.1.4 Certification example: List of certified firms, with contact information, by trade category (i.e. painting, concrete, sod, surveying, hauling, electrical, carpentry, etc.) by expiration date and by location.

4.6.2 The system should be able to generate reports on a variety of criteria, including, but not limited to (Certification): By applicant, by ethnicity, by gender, by certification status, by volume and status of certifications and re-certifications, registrations and re-registrations, reciprocal certifications, denials, appeals, de-certifications and graduations.

4.6.3 The above described reports are preferred to be system standard reports, negating the necessity of County staff to build reports for the desired data, allowing for optimal system use by all technical abilities. The system however should also provide the ability for advanced users to create ad-hoc customizable reports.

4.7 **Data Exchange -** The system shall have the ability to allow a download of data from specified fields in order to push this data into the County's Financial Management system, Oracle Business Solution's Vendor Module: "ISupplier" for DM/DWBE designation purposes. For example: It is desired to have the ability to certify a firm as a Minority Vendor (designations: B-Black, A-Asian, H-Hispanic and NA-American Indian/Native American, Woman) within the Contract Compliance Software package's Certification module and to subsequently have this data pushed into Oracle Isupplier Module, on a daily basis. The Contract Compliance system is also required to have the ability to receive payment information, (a push of data out from the BOCC Oracle Payables module) in order to track payments to PRIMES, as issued by individual BPA's per contract.

4.8 **Migration of Current Data** - Current data shall be provided to the successful proposer in an Excel format for population into their online software solution. Proposer shall provide mapping, setup, validation and reconciliation after conversion.

4.9 **Implementation and Set-Up** - Implementation and Set-up should include: current process reviews, project kick-off planning meeting, weekly project management calls, customized portal, customized templates, complete system configuration, access to test system for training, email and phone support, unlimited online staff training/support.

5. Integrate, Interface or Convert

5.1 Import of Data

5.1.1 Data to be imported by the Contractor shall be provided by the County in Excel and/or a CSV (comma separated values) file:

5.1.1.1 Certification Data (Federal ID numbers, Business Name, Business Contact: phone, fax, email, Physical Address: Address Line, City, State, Zip, Business Type, Business Description, Company Ethnicity or Gender (if applicable) Commodity Codes, Certification Number, Certification Type, Dates of Certification, Documents Uploaded by Vendors and attached to their application)

5.1.1.2 Contract Data (contract name, contract number, prime contractor, subcontractors, award amount, contract type, department, assigned buyer, award date, end date, commitment amount, contract specialist, contract status, overall goal, etc...) as well as any and all other fields associated with the contract.

5.2 Duties and Responsibilities

5.2.1 The Contractor shall be responsible for performing the necessary duties and functions to support the system implementation. These primary duties and functions include, but are not limited to:

5.2.1.1 Provide a configurable Commercial off the Shelf (C.O.T.S) web-based solution
5.2.1.2 Startup setup – Work Plan (tables, rules, work flows, data integration)
5.2.1.3 Data Conversion/Migration
5.2.1.4 Support Minimum Business Requirements
5.2.1.5 Testing
5.2.1.6 Training
5.2.1.7 Documentation
5.2.1.8 Implementation
5.2.1.9 Post-implementation and Maintenance Support

5.3 Information Technology Standards

5.3.1 The Contractor shall be responsible for fully complying with the County's Information Security Policies and Standards. Furthermore, the Contractor shall coordinate any and all security-related aspects of the project with the County's ITS Security Group. The Product and its internal and external security environments shall be subject to periodic assessments by the County as well as a final assessment prior to the County accepting the Product into the production environment. The assessment shall include, but shall not be limited to; a technical security assessment with final approval by County ITS for integrating the solution with existing infrastructure and systems.

5.3.2 Copies of the County's Information Security Policies and Standards can be viewed at:

5.3.2.1 ITSInformationSecurityPolicies.pdf - http://www.hillsboroughcounty.org/DocumentCenter/View/4664

5.3.2.2 ITSInformationSecurityStandards.pdf- http://www.hillsboroughcounty.org/DocumentCenter/View/4665

5.3.3 Hillsborough County Information & Technology Services reserves the right to upgrade and/or further secure the County's information processing infrastructure (hardware or software) at any time to protect the information assets under its custodianship. It is further expected that the Contractor's product shall demonstrate the ability to continue to fully operate in that upgraded/secured environment, within an agreed upon period following said upgrade. The time period is assumed to be 120 days from the day the Contractor is notified by the County of the change. Failure to comply within that stated period may, at the County's sole discretion, result in either a suspension of maintenance fee payments until the Contractor's system is amended to adequately operate in the County's upgraded environment, or a cancellation of the contract. Cancellation of the contract under these circumstances requires all early termination fees to be waived by the Contractor. The County reserves the right to exercise one or both of the options above at any point on or after the expiration of the time period.

5.4 Payment Card Industry – Data Security Standards

5.4.1 Should the Contractor's Product process, transmit, or store credit card data as described in the Payment Card Industries (PCI) Data Security Standards, the Contractor shall assume full responsibility for the protection of said data in accordance with the PCI Data Security Standards while the data is being processed, transmitted or stored by the Product. Contractor assumes full responsibility for ensuring the Product remains current with any changes to the PCI Data Security Standard that affects protection of credit card data that they process, transmit or store on behalf of the County.

5.5 **System** – The proposed solution shall:

5.5.1 Be a Vendor hosted system

5.5.2 Be 100% web-based – No desktop client.

5.5.3 Ensure that Hillsborough County owns the data entered/and or updated including data used/shared for cross referencing. Vendor shall annually at a minimum and on-demand within five (5) business days, provide a back-up of the data to the County on an agreed upon format. Elaborate on archival security of data.

5.5.4 Be compatible and fully functional under County's security policies and procedures.

5.5.5 Be able to generate any available reports on demand within all selected parameters.

5.5.6 Configurable to meet the current Hillsborough County data processes.

5.5.7 Be able to collect data and analyze data for disparity studies.

5.5.8 Have the ability to support image display in industry standard formats including: BMP, GIF, Grid, JPG, TIFF and WMF.

5.5.9 Have the ability to push data to and accept data from the County ERP solution (Oracle Enterprise Business Solutions)

5.5.10 Have the ability to provide agency (City of Tampa, HART, DOT) approved links of their respective public certification directories on the successful proposer's County site.

5.5.11 Have the ability to work with Microsoft Office applications for document creation and attachments.

5.5.12 System shall provide for general import/export (MS Word, MS Excel, Outlook, MS Access, etc.) capability and shall be able to Import/Export from MS based statistical analysis tools.

5.6 **User Security and access** – The proposed solution shall have the ability to:

5.6.1 Allow for the assignment of private and secure logins for Primes, Subs, and County Staff, and for an unlimited amount of users. Explain your systems approach to password security and the system's approach to User roles.

5.6.2 Set and maintain group level user security and permissions

5.6.3 Create user groups

5.6.4 Create short cuts by user or group specific for frequently and repeatedly used transaction types

5.6.5 Set viewing options

5.6.6 Set password expiration date for all users

5.6.7 Set password character limit parameters

5.6.8 Prompt users to change password at 90 days or less.

5.6.9 Block password after 3 unsuccessful tries

5.6.10 Support passwords containing both numeric and alphabetic characters.

5.7 **Functional** – The proposed solution shall:

5.7.1 Provide for 24 hour electronic vendor self-registration and management.

5.7.2 Have Outreach management to registered vendors.

5.7.3 Have the ability to track and report DM/DWBE/SBE compliance on Hillsborough County projects.

5.7.4 Generate standardized and on-demand reports for Hillsborough County.

5.7.5 Proposed solution shall be backed up daily and recovery of data and applications running in server environments. Explain your back-up procedures and Disaster Recovery procedures.

5.7.6 Be email capable and said email solution shall meet Florida Public Records Statute 119. Emails shall have the ability to be archived and produced for possible public records requests, and shall also provide vendors the ability to "opt out" if they so choose.

5.7.7 Maintain email correspondence history for every vendor registered in the system

5.7.8 Have the ability to send alerts to the County for every bounced, rejected or wrong emails which shall keep all vendor information updated.

5.7.9 The system shall have the ability to Date/Time Stamp per process to identify changes by user.

5.7.10 Provide help screen text for all pages and fields for all modules.

5.7.11 Vendor shall provide call-in "Help Desk" for both County employees and registered vendors/contractors.

5.7.12 All modules should provide for a "notes" section within the modules. (i.e. notes per contract or per vendor record).

5.7.13 The system should allow for Economic Development employees to customize the look and feel of system correspondence including adding the County logo.

5.8 **Certification/Registration** – The proposed solution shall:

5.8.1 Have the ability to designate a vendor as certified, registered, inactive, graduated, denied as well as allow searches for all categories.

5.8.2 Display license information held by both business and owner.

5.8.3 Display Annual gross receipts (sales) of the business and net worth for the past three years.

5.8.4 Display Number of employees: Full time and part time.

5.8.5 Have ability to describe and list specific services offered.

5.8.6 Include vendor contact information (email, fax and phone numbers) on the search results screen.

5.8.7 Have the ability to allow the public to export search results information to an Excel Spreadsheet.

5.8.8 Maintain certification/registration letters and certificates with vendor records so that prime contractors can print out a subcontractor's certification without having to request a copy from either the certified vendors or Hillsborough County staff.

5.8.9 Ability to de-activate a vendor instead of deleting.

5.8.10 Ability to attach documents to vendor records.

5.8.11 Only allow one record per vendor, no duplicates. Please describe how your firm's software handles the application process and duplicates.

5.8.12 Allow staff to send customized letters to applicants from the certification module. Provide letter templates in the system which can be modified, dispersed and archived

5.8.13 Allow the approval letter and certificate to be stored with the application and allow applicants to access and reprint if misplaced.

5.8.14 The system shall have the capacity to handle certification renewals and updates.

5.8.15 Provide a history of communication between the County and applicant.

5.8.16 Ability to update vendor profiles with certifications issued by other government agencies.

5.8.17 Provide for an unlimited number of registrations

5.9 **Online Application** – The proposed solution shall:

5.9.1 Have the ability to configure entries into the system to conform with the Hillsborough County and City of Tampa joint application.

5.9.2 Have the ability for the County to Customize DM/DWBE Re-certification affidavit to reflect County logo etc.(See Example 1).

5.9.3 Have the ability to customize SBE registration affidavit.

5.9.4 Have the ability to customize DM/DWBE and SBE renewal affidavit.

5.9.5 Have an Online application with specific timelines for completion of the application.

5.9.6 Have an Online application status report for both staff and vendors color coded for missing information.

5.9.7 Timed online application informing vendors when the application shall be deleted (Reminders of application status).

5.9.8 Provide a certification document check list of the required documents vendors have to attach to complete application.

5.9.9 Allow applicants to view workflow progress.

5.9.10 Have in place mechanisms that prevent an applicant from advancing to the next page/area, if areas designated as mandatory fields on the current page/area are incomplete.

5.9.11 Have the ability to provide applicant a list of the documentation required per legal structure of the business.

5.9.12 Explain your system's application flow and process. Explain what safeguards your system has in place to ensure that all applicants complete all necessary information and why incomplete applications are not allowed to be fully processed. Detail any user help (such as checklists) which assist applicants in completing the application process.

5.9.13 Online help throughout the entire application process.

5.9.14 Allow for electronic signatures on application documents.

5.9.15 Allow user to self manage their password.

5.10 **Contract Management** – The proposed solution shall:

5.10.1 Have the ability to automatically alert/notify County Staff (Economic Development Department) on contracts where the goals are not being achieved.

5.10.2 Provide fields to list Project Manager Contact information for both the County Project Manager and the PRIME Contractor's Project Manager to include telephone numbers and email addresses.

5.10.3 Include the ability to track subcontractor payments from PRIME

5.10.4 Include the ability to monitor progress toward goal and indicate both under and over achievement of goal (record actual achievement).

5.10.5 Include the ability for bid request communication between Primes and Subs to be documented and archived in the system, also known as good faith efforts.

5.10.6 Have the ability to track County payments to Primes.

5.10.7 Have the ability to track prime payments to subcontractors against contract goals.

5.10.8 Have the ability for Subcontractors to confirm payments by Prime.

5.10.9 Have the ability for Prime Contractors to attach/submit MBE/WBE quarterly reports for specific projects.

5.11 **Search Functionality**

5.11.1 Search Results should only return by selection those MBE/WBE/SBE firms that are currently certified/registered for both Internal and External Users.

5.11.2 Provide for short-cuts for common trade categories (i.e. masonry, carpentry).

5.11.3 Explain your product's Search Functionality.

5.11.4 Product shall have crosswalk between NIGP code information and subcontractor trade categories (i.e. Concrete, Electrical, Plumbing)

5.11.5 Search results shall be provided for searches utilizing a variety of methods: Trade category, NIGP #, Scope of Service.

5.11.6 Shall permit wild card searches

5.11.7 Shall provide for context sensitive searching

5.11.8 Allow County to create on-line help for Users.

5.12 **Reporting Requirements**

5.12.1 Ability to generate reports on a variety of criteria, including, but not limited to (in Contracts):

5.12.1.1 By project performance by individual contract,

5.12.1.2 By vendor/Prime,

5.12.1.3 By subcontractor,

5.12.1.4 By department,

5.12.1.5 By ethnicity,

5.12.1.6 By gender,

5.12.1.7 By type of contract including statistical analysis of payments in dollars and by percentage, and goal achievement.

5.12.2 Ability to generate reports on a variety of criteria, including, but not limited to (in Certification):

5.12.2.1 By certificant,

5.12.2.2 By ethnicity,

5.12.2.3 By gender,

5.12.2.4 By certification status,

5.12.2.5 By volume and status of certifications,

5.12.2.6 By registrations and re-certifications,

5.12.2.7 By reciprocal certifications,

5.12.2.8 By denials,

5.12.2.9 By protests and de-certifications,

5.12.2.10 By graduations,

5.12.2.11 By fiscal period (calendar period or other defined period of time).

5.12.3 Standard Reports - Proposers shall list any and all previously defined standard reports which are included with the system. Please provide details on abilities and uses of said reports above and beyond those requested above.

5.12.4 Proposer's solution shall provide user-friendly querying and reporting functionality, reflective of real time values. The software shall have the capability of creating custom or ad hoc reports by the user without the need for additional Contractor support. Report generation shall be straightforward and easy to request. The reporting module shall provide the user with options to query from multiple database tables without the user needing to have any scripting knowledge. Reports shall be able to be saved for future use and re-printing. Report creation shall be available through a report launcher/writer within the system or using external software (either Crystal Reports or BI Publisher) with option to connect to database using ODBC. Users shall be able to develop queries and reports using any field available in the product. Read only access of the data shall be available for report creation and a data dictionary shall be provided.

5.12.5 Reports shall allow for a preview prior to printing, so the user has an opportunity to verify the data and format expected. Report data shall have the ability to be downloaded or exported to an Excel worksheet and xml file. Management reports shall be secured to designated users only.

6. Project Management

6.1.1 The Contractor shall designate a Project Manager (PM) who shall be technically competent and experienced in implementing and managing the applications. The Contractor's Project Manager (Contractor PM) shall have the skills needed to implement and manage databases, software installation, software configuration, system integration, data conversion, and other contract requirements specified herein, while maintaining the project scope, schedule, and budget. The Contractor PM shall have a minimum of five (5) years of experience implementing the proposed solution or a substantially similar solution and have experience with the application on projects of similar size and scope. The Contractor PM shall be available to implement and manage the project throughout the length of the project until final acceptance. The Contractor PM shall have sufficient support from the key project staff to carry out all duties. The Contractor PM shall be expected to interface with County.

6.1.2 The County shall have a designated Project Manager (County PM) to interact with the Contractor PM for decision making, contractual obligations to include amendments/renewals, schedule, pay requests, invoice processing and payments, and other project management needs. The County PM shall supervise the Project Management Team described below. The PM or his/her designee may issue special instructions to the Contractor to minimize interference with County operations. The County PM may reject work as being defective if the work furnished by the Contractor does not comply with the requirements of the Contract. Unless otherwise directed by the County, the County PM for this Contract shall be:

Theresa Kempa
601 East Kennedy Blvd – 13TH FLOOR
Tampa, FL 33602
Ph: (813) 276-2729
Email: KempaT@Hillsboroughcounty.org

6.1.3 The County shall have a Project Management Team (PMT) that provides the County PM with input regarding contract requirements including scope, schedule, issues, submittal status, review and comment on deliverables, approval and coordination of plans submitted by the Contractor, determination of what data is needed, where information is located, and determination of how the system shall need to work to be useful for the end users. The PMT shall consist of County representatives from the Economic Development Department and the Information Technology Services (ITS) Department.

6.1.4 The Contractor shall schedule and administer GoToMeeting sessions and on-site coordination meetings with the PMT. These meetings shall be scheduled at the request of the County PM and/or as needed by the Contractor. The Contractor shall make arrangements for meetings, prepare agendas and provide copies of the agendas to participants at least one (1) week prior to the scheduled meetings when time permits.

7. Meetings

7.1.1 The Contractor shall take meeting minutes and supply meeting summaries for all meetings. The summaries and (minutes if requested by the County PM) shall be submitted to the County PM following each meeting. Meeting summaries shall include meeting date, meeting purpose, names of attendees, highlights and decisions made during the meeting.

7.1.2 The Contractor shall hold a kick-off meeting at the County with the PM and PMT before the Contractor submits the Implementation/Work Plan. The Contractor shall bring a draft version of the Implementation Plan to the meeting so the PMT can provide input into the development of the plan. During the meeting, the Contractor shall:

7.1.2.1 Summarize the understanding of the project. Discuss any proposed delivery substitutions or alternative with deviations previously identified in the proposal.

7.1.2.2 Present schedule of testing and delivery milestone dates as stated in the proposal. Discuss hardware and software related setup issues.

7.1.2.3 Request any additional information required from the PMT. Identify any resources to be provided by the County.

7.1.2.4 The Contractor shall meet with the County PM and PMT at the County when reaching major milestones to:

7.1.2.4.1 Provide an overview of the work completed

7.1.2.4.2 Refine schedule milestone dates to the implementation plan as needed.

7.1.2.4.3 Review work progress

7.2 Implementation Schedule - The County requires the System configured, customized, installed, tested, and accepted in one hundred eighty (180) calendar days after the County issues the notice to proceed.

7.3 The Contractor, in consultation with the County PM and PMT, shall prepare an implementation plan detailing the steps to set up, configuration, testing, and provision of training, plus knowledge transfer. The plan shall serve as a guide for the overall implementation process. The plan shall present the anticipated interactions between the Contractor's implementation team, the County PM, and the County PMT.

7.3.1 The Contractor shall prepare an implementation plan that outlines the:

7.3.2 Anticipate level of effort to configure the software with County specific data

7.3.3 Anticipated level of effort and action plan to gather, convert and upload existing data into the new database

7.3.4 Plan to minimize interruptions of existing systems and staff

7.3.5 Schedules of tests and configuration set-up

7.3.6 Level of effort and resources the Contractor anticipates from County staff. Training, testing, knowledge transfer and acceptance of the system.

7.3.7 Detailed implementation schedule with milestones and deliverables.

8. Maintenance and Support

8.1 Technical support shall be available 10 hours a day, 5 days a week, with a support team which includes a minimum of two (2) resources, each with a minimum of one (1) year experience with the proposed software. Initial response shall be within two (2) hours, and problem resolution for business critical issues shall be within the same day for issues reported before noon or the next day for issues reported after noon.

8.2 A one year warranty against defects or programming bugs in the software's operation. The warranty period shall begin upon final Acceptance by the County.

8.3 After the one year warranty period ends, the Contractor shall provide maintenance and support agreement for a five (5) year period to be paid annually. At a minimum, the agreement shall include:

8.3.1 On-line support,
8.3.2 Priority telephone support
8.3.3 Remote diagnosis of software operational problems
8.3.4 Disaster recovery services
8.3.5 Web support for users
8.3.6 Professional prepared updates to documentation as revision are released.

9. Deliverable Submittals and Approval

10. General Deliverable Requirements – Deliverable Schedule

10.1 The County shall pay the Contractor by the following deliverables:

No.	Deliverable

1. Work Plan – schedule of activities and dates and time when work shall be performed

   Provide a detailed project plan including meeting, testing and implementation schedule.

   Dollar Value Assigned = 5% of Total Bid Price for Year 1

2. Data Migration – Data provided by the County shall consist of (at a Minimum):

   Certification and Registration:
   Tax Ids, Business Names, DBA Names, General Business Contact Information: Phone, Fax, Email, website, Physical Addresses, City State, Zip, Primary Contact Names, First and Last, Title, Business Type, Business Description, No. Employees Full and Part Time, Company Ethnicity, Company Gender, Commodity Codes, Certification Dates, Registration Dates, Certification Status, Registration Status, Certification Type, Registration Type, Expiration Dates,

   Contracts:
   Contract Names, Contract Numbers, Prime Contractor, Subcontractors, Department, Buyer, Assigned Contract Specialist, Contract Amount, Award Date, Contract End Date, Overall Goal, Commitment Amount

   Dollar Value Assigned = 10% of Total Bid Price for Year 1

3. Testing/System Configuration/Set-Up – Proposer shall test with PMT representatives the system configuration and set-up of the system.

   Dollar Value Assigned = 15% of Total Bid Price for Year 1

4. Training – Proposer shall provide(print)based computer training as well as Online tutorials remotely facilitated by Proposer Staff to designated County staff. Three (3) days of Training to be provided.

   Dollar Value Assigned = 20% of Total Bid Price for Year 1

5. System Acceptance – When system has reached 100% functionality.

   Dollar Value Assigned = 50 % of Total Bid Price for Year 1

10.2 Deliverable 1: Work Plan/Implementation Plan

10.2.1 Due Date: Project Management to encompass length of the project, project documentation no later than thirty (30) calendar days after issuance of Notice to Proceed (NTP) from the County PM.

10.2.2 The project management tasks and responsibilities shall encompass the entire duration of the project as described in this RFP document.

10.2.3 The Contractor shall provide a detailed project plan including meeting, testing, and implementation schedule

10.2.4 The Contractor shall provide definition of the available roles within the system and the access and privileges controlled by each one. The County shall identify the specific users requiring system administration or power user privileges.

10.2.5 The business analysis, work flow, document analysis, and diagrams shall be performed for all the County's requirements.

10.2.6 Forms, definitions, design, set-up

10.3 Deliverable 2: Data Migration

10.3.1 Due Date: No later than ninety (90) calendar days from NTP

10.3.2 The initial Data Conversion/Migration shall be complete and production ready for implementation for all designated data migration performed for all the County's requirements as described in this RFP document.

10.3.3 The Contractor shall work with the County to import the existing data into the Contractor's software solution. The export files shall be in a format agreed upon by the County.

10.3.4 The data conversion shall take place at a time designated by the County PM. Once imported, the Contractor shall assist the County in verification of the import.

10.4 Deliverable 3: Testing/System Configuration/Set-Up

10.4.1 Due Date: No later than one hundred and twenty (120) calendar days from NTP

10.4.2 The Contractor shall configure, test and demonstrate to the COUNTY successful operation of the standard software prior to testing and implementation

10.4.3 The Contractor shall assist the County with any configuration, security, set-up or testing issues.

10.4.4 The Contractor shall configure the system to support all audit tracking and reporting.

10.4.5 The Contractor shall configure the system to support the types of system users as defined in Section 5.

10.4.6 System Security Management – to ensure data integrity and prevent unauthorized access to the system, security shall be built into the system. The Contractor shall set up the system with the following levels of security for different types and roles of users. At a minimum those include:

10.4.6.1 Application Level Security.
10.4.6.2 Menu Level Security
10.4.6.3 Assignment of security by groups
10.4.6.4 Audit trails of transactions (including date, time, and user)
10.4.6.5 Security for remote access
10.4.6.6 Automatic time-outs to logoff (by session/user defined)
10.4.6.7 Password expiration functionality

10.4.7 The Contractor shall submit an initial and follow-up configuration workshop schedule and a list of proposed County PMT staff and other specialists who shall attend each workshop. After each workshop, the Contractor shall furnish a summary of decisions to the PMT that were made during the workshops and a list of issues related to the configuration of the system. Secondary workshops shall be scheduled by the Contractor to approve the decisions (workflows) generated at the first workshop. The Contractor shall use those summaries as a checklist during configuration testing.

10.4.8 Detailed workflows and staff roles identified above shall be updated by the Contractor and expanded to show how the functionality of the proposed software solution meets the standard workflows in follow-up workshops.

10.4.9 Once the Contractor generates workflows from the workshops and follow-up workshops, the Contractor shall distribute and present the workflows at the PMT management meetings specified above. During these meetings, the Contractor shall receive direction on and approval of the expanded workflow processes from the County, The Contractor shall use the final, approved workflows in training sessions to educate trainees on their revised roles and responsibilities within the County.

10.5 Deliverable 4: Training

10.5.1 Due Date: No later than one hundred fifty (150) calendar days from NTP

10.5.2 Final versions of Documentation: Business Analysis, Workflow Documentation, Rules Setup and Maintenance Documentation, Reporting Creation and Maintenance Documentation, and Training Documentation are due from the Contractor as part of this Deliverable.

10.5.3 Training and Tutorials: The Contractor shall provide online context sensitive help messages, print based computer training, and online tutorials for designated County staff. Initial Training shall include systems operation for all County designees required features and functions, system administration, report and forms generation, help desk usage, and maintenance. Training shall be remotely facilitated. On-line training shall be available for all designated staff.

10.5.4 Sufficient training shall be given, and at the County's option, the Contractor shall administer additional training as needed. Determination of additional Training shall be based upon the need for individual remediation, expertise with the system, and/or difficulty with workflow, updates, and implementation of enhanced functions and features. The Contractor shall include a set of training materials and manuals for each employee attending the training session up to 20 people. The County shall be provided with one electronic copy of the training materials.

10.5.5 The training materials shall consist of a training outline, copies of presentation materials, and lesson narratives. The County shall have ownership of these materials with unlimited rights to duplicate them for the purpose of educating County workforce.

10.6 Deliverable 5: Final Acceptance

10.6.1 Due Date: No later than one hundred eighty (180) calendar days from NTP

10.6.2 As a requirement of system acceptance, the system shall be installed and proven functionally viable with all testing, reporting and final data conversion. The system shall be in full production mode and fully functional upon completion of this task.

10.6.2.1 All software malfunctions identified have been fixed.
10.6.2.2 Identified system interfaces function properly.
10.6.2.3 All data conversion issues have been identified and resolved.
10.6.2.4 Reconciliation reports exist documenting the outcome of all data conversion loads.
10.6.2.5 Data from section 5.1 is migrated, loaded, viewable, and verified as correct.
10.6.2.6 Workflow processes are properly configured and validated by the County. "Rules" are properly configured and validated by the County.
10.6.2.7 All security groups, roles, and user setup is properly configured and validated by the County.
10.6.2.8 All approved users have access to the system with their own user id and passwords with access according to their selective security restrictions.
10.6.2.9 Audit features function properly including reports and screens to access the audit data. All required table setup is completed and validated by the County.
10.6.2.10 All standard reports specified have been created, approved, and are printable and/or exportable.
10.6.2.11 All documentation has been delivered in paper and electronic format accessible on the County network.
10.6.2.12 All approved County users of the system have received proper training and follow-up training as needed.
10.6.2.13 All management reports specified have been created, approved, and are printable and/or exportable.
10.6.2.14 Shall demonstrate the system survivability– business continuity capability, data integrity, backup and restore on separate environment.
10.6.2.15 Other specifications from the Contract.

10.7 The County shall pay the Contractor the exact amount due based on each deliverable released and accepted by the County. The remaining amount due for all these deliverables shall be payable upon completion of the work and acceptance of all these deliverables (System Acceptance) by the County. Proposers are cautioned not to front load their bid prices, expecting to receive more money early in the project and are reminded that unbalanced bids such as this are subject to rejection.

10.8 Each deliverable shall be submitted to the County PM for review and subsequent approval. Submittals shall be provided to the County PM or his/her designee via email. For scheduling purposes, the County PM shall respond to the Contractor PM within one week of receipt of each submittal. The County shall approve, approve as-noted, or reject the submittal. If rejected, the Contractor shall revise and resubmit to the County.

10.9 The County PM reserves the right to review and reject each deliverable for no more than fifteen (15) working days following receipt without invalidating the terms and conditions of the agreement.

11. Travel, if applicable

11.1 Any travel incurred by the Contractor in conjunction with the implementation of this project shall be reimbursed per FL Statute Section 112.061.

PART C
PROPOSAL

PROJECT NAME **CONTRACT COMPLIANCE MONITORING SOFTWARE AND MAINTENANCE SERVICES**

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. The undersigned understands that this Proposal must be signed in ink and that an unsigned Proposal will be considered incomplete and subject to rejection by Hillsborough County.

SUBJECT TO THE DEVIATIONS STATED IN PARAGRAPH 1 BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS TO PROPOSERS (PART A), THE SPECIFICATIONS (PART B), AND THE SUBSEQUENT AGREEMENT (PART D), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

USE BLACK INK ONLY

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE HEREUPON GIVEN FOR THIS PROPOSAL TO BE CONSIDERED BY HILLSBOROUGH COUNTY

Deviations: NOTE - ANY REPRESENTATION IN PARAGRAPH 1 OF DEVIATION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY HILLSBOROUGH COUNTY. ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 5 OF THE INSTRUCTIONS TO PROPOSERS (PART A).

The following represents every deviation (itemized by number) to the foregoing Instructions to Proposers (Part A); the Specifications (Part B), and the Agreement (Part D) upon which this Proposal is based, to wit:

1. We take no exceptions or deviation from any aspect of the RFP.

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

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

DATE: February 22, 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 ($) March 2024	Total Amount ($) to Date*	Time Increase or Decrease
417-760	Masci General Contractor, Inc.	SR 417 Resurfacing from SR 528 to Berry Dease Road	$ 16,029,260.78	$ 41,971.05	$ (466,289.37)	$ 15,604,942.46	0
429-154	The Middlesex Corporation	SR 429 Widening From Tilden Rd to Florida's Turnpike	$ 97,659,429.92	$ 1,188,578.33	$ 223,300.66	$ 99,071,308.91	0
528-160	Ranger Construction Industries, Inc.	SR 528 Widening from Narcoossee Rd. to SR 417	$ 15,844,749.27	$ 375,912.25	$ (517,951.81)	$ 15,702,709.71	0
				TOTAL	$ (760,940.52)		

* 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 417-760: SR 417 Resurfacing From SR 528 To Berry Dease Road
Masci General Contractor, Inc.
SA 417-760-0324-02

Final Quantities for Complete Contract Items

Adjust quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

DECREASE THE FOLLOWING ITEMS:		
Maintenance Of Traffic For Roadway Repair Contingency	$	(10,500.00)
Portable Changeable Message Sign, Temporary, Contingency	$	(11,825.00)
Mowing	$	(47,727.00)
Embankment	$	(12,274.50)
Milling Exist Asph Pavt, 2 1/2" AVG Depth	$	(31,453.65)
Superpave Asphaltic Conc, Traffic D	$	(1,538.57)
Roadway Repair, Emergency Base Repair Contingency	$	(39,820.00)
Special Guardrail Post-Encased Post For Shallow Mount	$	(13,434.08)
Guardrail Transition Connection To Rigid Barrier, F&I-Index 536-002, Trailing	$	(1,270.74)
Performance Turf, Sod	$	(16,250.30)
Geolocation Of ITS Equipment And Infrastructure	$	(9,200.00)
ITS Conduit, Split Black Steel Pipe SCH 80, 6", F&I, Trench Or Plow	$	(201,892.20)
Multi-Post Sign, Ground Mount, Relocate	$	(10,741.00)
Pavement Marking - Preformed Tape, Remove	$	(1,925.00)
Pavement Marking - Preformed Tape, Contrast, Skip, 12"	$	(24,399.45)
Lighting Conductors, F&I, Insulated, No.1 To No. 0	$	(10,799.19)
RFB WWDS Complete (Relocate)	$	(14,820.00)
Allowance For Disputes Review Board	$	(30,000.00)
Work Order Allowance	$	(182,927.95)
INCREASE THE FOLLOWING ITEMS:		
Milling Exist Asph Pavt, 3" AVG Depth	$	47,864.25
Milling Exist Asph Pavt, 2 1/4" AVG Depth	$	3.15
Superpave Asphaltic Conc, Traffic C, PG 76-22	$	10,222.88
Superpave Asphaltic Conc, Traffic D, PG 76-22	$	69,168.20
Asph Conc Friction Course, Inc Bit FC-5, PG 76-22	$	81,916.17
Asph Conc Friction Course, Traffic C, FC-12.5, PG 76-22	$	11,134.12
Miscellaneous Asphalt Pavement	$	118,436.88
Pipe Culvert, Opt Material, Round, 30"S/CD	$	5,600.00
Concrete Ditch Pavt., Non Reinforced, 3"	$	9,669.66
Guardrail Transition Connection To Rigid Barrier, F&I-Index 536-002, Approach TL-3	$	3,113.03
Guardrail Removal	$	4,659.08
Conduit, F&I, Open Trench	$	1,162.00
Pull And Splice Box, F&I, 13" X 24"	$	17,256.00
Single Post Sign, F&I Ground Mount, 12-20 SF	$	11,600.00
Single Post Sign, Remove	$	500.00
Thermoplastic, Remove Existing Thermoplastic Pavement Markings-Surface To Remain	$	365.75
Pavement Marking - Preformed Tape, White, Skip, 12"	$	9,319.05
Light Pole Complete, Relocate	$	27,020.00
SUBTOTAL THIS CHANGE	$	(243,788.41)

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. The bid month was April 2022. In accordance with the contract specifications, the Engineer has calculated this fuel adjustment for the project for the period of April 2023 through November 2023. During this period of time $6,484,133.89 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Adjustment April 2023 to November 2023	$	(34,195.52)

Bituminous Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. The bid month was April 2022. In accordance with the terms of the contract, the Engineer has calculated Fuel Adjustment for the project for the period of April 2023 through November 2023.

ADD THE FOLLOWING ITEM:		
Bituminous Adjustment April 2023 to November 2023	$	(23.61)

Asphalt Composite Pay Factors (CPF)

The contract contains a provision for composite pay factor adjustments to the asphalt pay items. In accordance with contract specifications, the Engineer has calculated pay item adjustments on asphalt placed with composite pay factors.

ADD THE FOLLOWING ITEM:		
Asphalt Composite Pay Factor Adjustments, Lots 1 through 36	$	(188,281.83)
TOTAL AMOUNT FOR PROJECT 417-760	**$**	**(466,289.37)**

Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike
The Middlesex Corporation
SA 429-154-0324-03

Extension of Noise Wall NW-3A

Compensate the Contractor to extend noise wall NW-3A an additional 120 linear feet in accordance with plan revisions.

ADD THE FOLLOWING ITEM:		
Extension of Noise Wall NW-3A	$	132,502.89

Force Main Utility Strike

Compensate the Contractor for unforseen additional work associated with striking a sewer force main that was incorrectly located by the utility owner.

ADD THE FOLLOWING ITEM:		
Force Main Utility Strike	$	41,486.23

Back Plates at Overhead Trusses

Furnish and install back plates at locations where sign hangers for lane control signs are in conflict with the gusset plates of overhead trusses.

ADD THE FOLLOWING ITEM:		
Back Plates at Overhead Trusses	$	49,311.54
TOTAL AMOUNT FOR PROJECT 429-154	**$**	**223,300.66**

Project 528-160: SR 528 Widening from Narcoossee Road to SR 417
Ranger Construction Industries, Inc.
SA 528-160-0324-03

Final Quantities for Complete Contract Items

Adjust quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

DECREASE THE FOLLOWING ITEMS:

Maintenance Of Traffic For Roadway Repair Contingency	$	(4,563.00)
Portable Changeable Message Sign, Temporary (Contingency)	$	(358.75)
Subsoil Excavation	$	(24,840.69)
Embankment	$	(60,144.42)
Optional Base Group 11 (Type B-12.5)	$	(52,628.60)
Roadway Repair, Emergency Base Repair Contingency	$	(129,500.00)
Superpave Asphaltic Concrete, Traffic C, PG 76-22	$	(22,071.51)
Video Of Existing Drainage Pipe	$	(201.50)
Desilting Pipe, 25"-36"	$	(835.00)
Pipe Culvert, Optional Material, Round, 24" S/CD	$	(2,363.20)
Pipe Culvert, Optional Material, Round, 30" S/CD	$	(4,614.40)
Ground In Rumble Strips, 16"	$	(1,217.30)
Performance Turf, Sod	$	(34,675.95)
Training For CCTV System And Camera Lowering Device	$	(3,580.00)
Training For System Auxillaries	$	(21,800.00)
Conduit, F&I, Open Trench	$	(59,101.35)
Conduit, Furnish & Install, Directional Bore	$	(68,643.00)
Fiber Optic Cable Inventory	$	(987.00)
Fiber Optic Splice Housing Inventory	$	(659.00)
Small Fiber Optic Pull Box, 24" Dis, (F&I)	$	(2,990.00)
Pull & Splice Box, F&I, 13" x 24" Cover Size	$	(9,940.00)
Concrete Manhole 4 X 4 X 4 (F&I)	$	(19,220.00)
FO Conduit, 2-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	(1,237.25)
FO Conduit, 3-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(10,545.00)
FO Conduit, 9-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(3,647.15)
Tubular Route Marker (Power)	$	(244.70)
FO Conduit, 2-2" HDPE SDR 11 (Trench Or Plow)	$	(11,986.50)
Conduit (Underground) (2" SCH 40 PVC) (F&I)	$	(289.00)
Electrical Power Transformer (F&I)	$	(4,880.00)
Surface Mounted Delineator (Flat Flexible) (Flexstake)	$	(591.20)
Pavement Marking-Preformed Tape, White, Solid, 18"	$	(767.25)
Pavement Marking-Preformed Tape, Yellow, Solid, 6"	$	(5,660.40)
Pavement Marking-Preformed Tape, Contrast, Solid, 9"	$	(6,852.90)
Pavement Marking-Preformed Tape, Contrast, Skip, 9"	$	(3,649.00)
Lighting Conductors, F&I, Insulated, No.8-6	$	(7,986.00)
Lighting Conductors, Remove & Dispose, Contractor Owns	$	(966.00)
Light Pole Complete, Relocate	$	(18,650.00)
Luminaire, F&I-Replace Existing Luminaire on Existing Pole/Arm, Roadway, Cobra Head	$	(6,700.00)
Replace Existing Pole Cable Distribution System, Ground Mount	$	(2,300.00)
Re-termination Of Load Center Connections	$	(913.50)
Replace Load Center Surge Arrestor	$	(430.50)
Duct Sealant	$	(180.00)
Adjust Pole Cable Distribution Slack	$	(1,706.40)
Load Center Nameplate	$	(151.10)
Concrete Apron For Light Pole/Pull Box	$	(14,679.00)
Pole Cable Distribution System, Conventional	$	(70,150.00)
Pole Cable Distribution System, Wall Mount	$	(5,451.00)
Dynamic Message Sign System Warranty (LED) (3 Line) (10 Year Extended Warranty)	$	(19,500.00)
Allowance For Dispute Review Board	$	(2,700.00)
Work Order Allowance	$	(222,398.20)

INCREASE THE FOLLOWING ITEMS		
Type B Stabilization	$	1,043.20
Optional Base Group 05 (Type B-12.5)	$	21,090.30
Milling Exist Asph Pavt, 3/4" Avg Depth	$	3,278.80
Superpave Asphaltic Concrete, Traffic D	$	103,379.90
Superpave Asphaltic Concrete, Traffic D, PG 76-22	$	16,574.65
Asphalt Concrete FC, Inc Bit, FC 5, PG 76-22	$	21,675.60
Miscellaneous Asphalt	$	521.64
Desilting Pipe, 0-24"	$	164.50
Pipe Culvert, Optional Material, Round, 36" S/CD	$	2,272.80
Pipe Culvert, Optional Material, Other-Elip/Arch, 18" S/CD	$	4,320.00
Fiber Optic Cable (12 SM Fiber) (F&I)	$	3,451.50
Fiber Optic Cable (72 SM Fiber) (F&I)	$	367.20
FO Conduit, 2-2" HDPE SDR 11 (Directional Bore)	$	7,127.25
FO Conduit, 6" HDPE SDR 11 Outer Duct w/ 3-1" HDPE SDR 11 (Directional Bore) (F&I)	$	10,304.00
FO Conduit, 6" HDPE SDR 11 Outer Duct w/ 9-1" HDPE SDR 11 (Directional Bore) (F&I)	$	14,407.80
Electrical Service Disconnect	$	9,390.00
Electrical Conductors (Insulated) (No.4) (F&I)	$	1,038.50
Electrical Conductors (Insulated) (No.6) (F&I)	$	1,097.10
Prestressed Concrete Pole, F&I, Type P-II Service Pole	$	3,510.00
Fiber Optic Patch Panel, 12 Port (F&I)	$	5,100.00
Cut To Length Fiber Optic Jumper (F&I)	$	503.20
Pavement Marking-Preformed Tape, White, Solid, 8"	$	6,952.40
Pavement Marking-Preformed Tape, White, Solid, 12"	$	3,820.50
F&I Ground Rod Assembly	$	451.20
SUBTOTAL THIS CHANGE	$	(708,304.68)

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. The bid month was February 2022. In accordance with the contract specifications, the Engineer has calculated this fuel adjustment for the project for the period of July 2022 through December 2023. During this period of time $6,105,180.38 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Adjustment April 2023 - December 2023	$	(3,492.47)

Bituminous Adjustments

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

ADD THE FOLLOWING ITEM:		
Bituminous Adjustment April 2023 - December 2023	$	70,238.63

Conduit Revisions

Compensate the Contractor for changes to the lighting and utility duct bank conduit installations.

ADD THE FOLLOWING ITEM:		
Conduit Revisions	$	123,606.71
Total Amount For Project 528-160	**$**	**(517,951.81)**

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

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

DATE: February 22, 2024

SUBJECT: Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway
Project No. 417-141

Board approval is requested to issue payment to Hubbard Construction Company in the amount of $10,052.87 for a material price index adjustment 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: Steel Rebar/Prestressing Strand.

Reviewed By: _____

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2022

REVISED DCE MEMORANDUM NO. 22-05
(FHWA Approved 6/17/22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by: Tim Lattner C7704ED8972C440...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

The material price adjustments for prestressed beams have been revised to appropriately reflect material cost impacts. The factor for prestressed beams is changed from 0.51 to 0.24. All other factors and requirements in DCE Memo 22-05 remain in effect.

The contractor must submit revised certifications for the affected pay items. Applicable adjustments that have been applied to monthly estimates must be corrected to the new factor with a negative Line-Item Adjustment on the next monthly estimate. Applicable adjustments on contracts final accepted prior to the date of this revised memo will remain without modification.

A revised certification and additional project specific guidance for MPAs can be found on the Department's website: https://www.fdot.gov/construction/material-price-adjustment.

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.

TL/aa

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 17, 2022

DCE MEMORANDUM NO. 22-05
(FHWA Approved March 17, 2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Chief Engineer

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

Due to recent volatility in prices of rebar and prestressing strand 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 rebar and prestressing strand 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 rebar and prestressing strand 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.
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 rebar and prestressing strand. 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.

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.

DH/aa

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

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

DATE: February 22, 2024

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

Board approval is requested to issue payment to The Lane Construction Corporation in the amount of $129,325.00 for material price index adjustments 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, Steel Sign Structures/Mast Arms, Rebar/Prestressing Strand.

Reviewed By: _____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, 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
C42B6FE133D643A...

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.

DH/aa

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2022

REVISED DCE MEMORANDUM NO. 22-05
(FHWA Approved 6/17/22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by: Tim Lattner C7704ED8972C440...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

The material price adjustments for prestressed beams have been revised to appropriately reflect material cost impacts. The factor for prestressed beams is changed from 0.51 to 0.24. All other factors and requirements in DCE Memo 22-05 remain in effect.

The contractor must submit revised certifications for the affected pay items. Applicable adjustments that have been applied to monthly estimates must be corrected to the new factor with a negative Line-Item Adjustment on the next monthly estimate. Applicable adjustments on contracts final accepted prior to the date of this revised memo will remain without modification.

A revised certification and additional project specific guidance for MPAs can be found on the Department's website: https://www.fdot.gov/construction/material-price-adjustment.

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.

TL/aa

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 17, 2022

DCE MEMORANDUM NO. 22-05
(FHWA Approved March 17, 2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Chief Engineer

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: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

Due to recent volatility in prices of rebar and prestressing strand 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 rebar and prestressing strand 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 rebar and prestressing strand 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.
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 rebar and prestressing strand. 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.

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.

DH/aa

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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. 22-11
(FHWA Approved 7-18-22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

DocuSigned by:
47050742AF004DA...

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

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

SUBJECT: STEEL SIGN STRUCTURES AND MAST ARMS MATERIAL PRICE INDICES

Due to recent volatility in prices of steel sign structures and mast arms 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 steel sign structures and mast arms 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 steel sign structures and mast arms 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.

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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 steel sign structures and mast arms. Contractors may not elect to apply this Specification to one pay item, 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.

TL/aa

CONSENT AGENDA ITEM
#6

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

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

Board approval is requested for the first renewal of the referenced contract with Greenfield Diversified, LLC d/b/a Consulex in the amount of $250,000.00 for one year beginning on May 10, 2024 and ending May 9, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes construction engineering and inspection and technical services for concrete and steel coating.

Original Contract	$ 1,500,000.00
First Renewal	$ 250,000.00
Total	$ 1,750,000.00

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

Reviewed by:

Ben Dreiling, P.E.
Director of Construction

Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001706

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Greenfield Diversified, LLC d/b/a Consulex., a Florida Limited Liability Company, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on October 8, 2020, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of April 10, 2021, whereby CFX retained the Consultant to provide systemwide coating consultant services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 10, 2024 and end on April 9, 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 Exhibit B of the original Agreement in an amount up to $250,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

GREENFIELD DIVERSIFIED, LLC d/b/a CONSULEX

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

AGREEMENT

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

SYSTEMWIDE COATINGS CONSULTANT

CONTRACT NO. 001706

CONTRACT DATE: OCTOBER 8, 2020
CONTRACT AMOUNT: $1,500,000.00

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

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

FOR

SYSTEMWIDE COATINGS CONSULTANT

CONTRACT NO. 001706

OCTOBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 8th day of October 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called "CFX" and Greenfield Diversified, LLC d/b/a Consulex, hereinafter called "CONSULTANT", a Florida Limited Liability Company, registered and authorized to do business in the state of Florida, whose principal address is 960 North Cocoa Boulevard, Cocoa, FL 32922.

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

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

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

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

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

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

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

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

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) one-year renewal periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

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

3.0 PROJECT SCHEDULE

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

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

4.0 PROFESSIONAL STAFF

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

herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

AE Engineering, Inc. Gannett Fleming, Inc.

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

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

5.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $1,500,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

6.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
> Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

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

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

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

7.0 COMPLIANCE WITH LAWS

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

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

8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

9.0 TERMINATION

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

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

10.0 ADJUSTMENTS

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

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

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

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

12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

13.0 THIRD PARTY BENEFICIARY

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

14.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0 COMMUNICATIONS

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

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

16.0 STANDARD OF CONDUCT

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

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

17.0 DOCUMENTED ALIENS

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

alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

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

18.0 E-VERIFY CLAUSE

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

19.0 CONFLICT OF INTEREST

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

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

20.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

> "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public

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

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0 AVAILABILITY OF FUNDS

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

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 GOVERNING LAW AND VENUE

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

26.0 NOTICE

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

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

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

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

Greenfield Diversified, LLC d/b/a Consulex
960 North Cocoa Boulevard
Cocoa, FL 32922
Attn: Martin Benzaquen, P.E.

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the

Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on October 8, 2020.

GREENFIELD DIVERSIFIED, LLC
d/b/a CONSULEX

BY:_____
Authorized Signature

Title: President

T. Kyle Greenfield - Personally known to me.

ATTEST: Patricia L. Walden (Seal)
Secretary or Notary

PATRICIA L. WALDEN
MY COMMISSION # GG333073
EXPIRES: May 28, 2023

March 18, 2021

Approved as to form and execution, only.

General Counsel for CFX

Laura N. Kelly, Associate General Counsel

Digitally signed by Laura N. Kelly, Associate General Counsel
Date: 2021.04.20 12:47:47 -04'00'

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.04.20 13:19:31 -04'00'
Director of Procurement

Print Name:_____

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SCOPE OF SERVICES
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EXHIBIT "A"
SCOPE OF SERVICES

SYSTEMWIDE COATINGS CONSULTANT

I. PURPOSE

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

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

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

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

II. GENERAL REQUIREMENTS

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

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

III. BEGINNING AND LENGTH OF SERVICES

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

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

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

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

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

IV. SERVICES

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

A. General Construction Services

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

The Consultant is expected to pursue its work in such a manner as to cover all major contractor

activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

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

B. Inspection Services

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

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

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

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

C. Independent Assurance (IA) Services

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

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

D. Technical Services

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

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

E. Management Engineering Services

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

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

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

and distribute copies of the minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.

3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

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

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of

performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.

12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.

13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.

18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.

19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.

20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.

21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.

22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual

V. PERSONNEL

A. General Requirements

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

B. Personnel Qualifications

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

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

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

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

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required.

E. Personnel Training and Experience Standards

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

1. Senior Project Engineer / Senior Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:
FDOT Advanced MOT
Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:
None

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

2. Chief Scientist

Degree in related field with 20+ years of experience.

3. Project Manager

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

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT
CTQP Final Estimates Level II

Other:
Attend CTQP Quality Control Manager Course and pass the examination.

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

4. Senior Coatings Inspector

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

Qualifications:

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

5. Coatings Inspector

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

Qualification:

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

6. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and

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

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

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

7. Inspector/Engineer Intern

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

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

Certifications:
Nuclear Radiation Safety

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

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

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

8. Environmental Specialist

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

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

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

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

B. QA Plan

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

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

1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.

3. Quality Records: The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.

4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.

5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.

6. Quality Records: The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

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

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual.

G. CFX Policy and Procedures Manual.

H. CFX standardized forms to be used with documentation and reporting procedures.

I. CFX General Specifications and Technical Specifications.

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

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

A. FDOT Standard Specifications for Road and Bridge Construction, current edition.

B. FDOT Design Standards, current edition.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic

calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.

L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

M. Project telephones and services, including long distance charges.

N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.

O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.

P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Q. Hard hats shall have the name of the consulting firm visibly displayed.

R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.

T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

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

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

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

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

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

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by CFX to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.

D. Increase the scope and frequency of training conducted by the Consultant.

XI. SUBCONSULTANT SERVICES

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

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

XII. OTHER SERVICES

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

A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.

B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

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

XIV. INVOICING INSTRUCTIONS

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

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

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

XV. METHOD OF COMPENSATION:

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

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with Metric Engineering Inc. for Systemwide Construction, Engineering and Inspection Services for Intelligent Transportation System, Lighting & Tolling Projects
Contract No. 001726

Board approval is requested for the first renewal of the referenced contract with Metric Engineering Inc. in the amount of $1,500,000.00 for one year beginning on June 21, 2024 and ending June 20, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes construction, engineering and inspection services.

Original Contract	$ 6,000,000.00
First Renewal	$ 1,500,000.00
Total	$ 7,500,000.00

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

Reviewed by:

Ben Dreiling, P.E.
Director of Construction

Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001726

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Metric Engineering Inc., a Florida Corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on December 10, 2020, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of June 21, 2021, whereby CFX retained the Consultant to provide systemwide construction, engineering and inspection services for intelligent transportation system, lighting and tolling projects.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 June 21, 2024 and end on June 20, 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 Exhibit B of the original Agreement in an amount up to $1,500,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

METRIC ENGINEERING INC.

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
METRIC ENGINEERING INC.

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR INTELLIGENT TRANSPORTATION SYSTEMS (ITS), LIGHTING, AND TOLLING PROJECTS

CONTRACT NO. 001726

CONTRACT DATE: DECEMBER 10, 2020
CONTRACT AMOUNT: $6,000,000.00

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

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

FOR

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR INTELLIGENT TRANSPORTATION SYSTEMS (ITS), LIGHTING, AND TOLLING PROJECTS

CONTRACT NO. 001726

DECEMBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001726

THIS AGREEMENT, made and entered into this 10th day of December 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called "CFX" and Metric Engineering Inc., hereinafter called "CONSULTANT", a Florida Corporation, registered and authorized to do business in the state of Florida, whose principal address is 525 Technology Park, Suite 153, Lake Mary, FL 32746.

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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

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

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) one-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

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

3.0 PROJECT SCHEDULE

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

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

4.0 PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant

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

The approved subconsultants are:

PI Consulting Services, LLC.	Rummel, Klepper & Kahl, LLP
Mehta and Associates, Inc.	AE Engineering, Inc.
A2 Group, Inc.	Tierra, Inc.
Echezabal & Associates, Inc.	

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

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

5.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the amount of $6,000,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

6.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2). Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:
>
> 1. Keep and maintain public records required by the public agency to perform the service.

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

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

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

7.0 COMPLIANCE WITH LAWS

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

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

8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Paragraph 5.0 are accurate, complete and current as of the date of this Agreement. It is

further agreed that said price provided in Paragraph 5.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

9.0 TERMINATION

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

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

10.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement,

because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

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

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

sovereign immunity, and law.

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

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

12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

13.0 THIRD PARTY BENEFICIARY

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

14.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and

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

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

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

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

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

performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

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

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

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

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

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

15.0 COMMUNICATIONS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a

copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0 STANDARD OF CONDUCT

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

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

17.0 DOCUMENTED ALIENS

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

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

18.0 E-VERIFY CLAUSE

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

19.0 CONFLICT OF INTEREST

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

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

20.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0 AVAILABILITY OF FUNDS

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

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 GOVERNING LAW AND VENUE

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

26.0 NOTICE

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

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

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

To CONSULTANT: Metric Engineering Inc.
525 Technology Park, Suite 153
Lake Mary, FL 32746
Attn: Dale W. Cody, PE, PTOE

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

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

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 December 10, 2020.

METRIC ENGINEERING INC.

BY: _____
Authorized Signature

Print Name: Charles B. Stratton, III

Title: Vice President

ATTEST: _____ (Seal)
Secretary or Notary

SEAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2021.04.21 14:08:17 -04'00'
Director of Procurement

Print Name: _____

Approved as to form and execution, only.

General Counsel for CFX

Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly, Associate General Counsel Date: 2021.04.21 13:51:31 -04'00'

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES
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EXHIBIT A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) and Systemwide Independent Assurance (IA) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Resident/Sr. Project Engineer, Project Administrator/Project Engineer, Technical Project Administrator, Contract Support Specialist, Lead Senior ITS Inspector, Senior ITS Inspector, ITS Inspector, Inspector's Aide, and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

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

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

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

II. GENERAL REQUIREMENTS

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

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

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

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

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

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

IV. SERVICES

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

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

performance of the construction contract.

B. Inspection Services

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

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

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

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

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

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

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.

3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

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

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.

12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.

13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.

18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.

19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.

20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.

21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.

22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual.

V. PERSONNEL

A. General Requirements

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

B. Personnel Qualifications

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

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to CFX and should occur as workload permits.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

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

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

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. 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 to be used in concert with the FDOT CEI Scope of Services minimum qualifications. In the event of a conflict between the qualifications herein and the FDOT CEI Scope of Services, the more stringent requirement shall be used. 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/Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

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

Certifications:
FDOT Advanced MOT

Other:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for projects with structures) A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator/Project Engineer

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related

engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:
CTQP Final Estimates Level II

Certifications:
FDOT Advanced MOT

Other:
Attend CTQP Quality Control Manager Course and pass the examination. Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of course Completion form (for projects with structures). A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

3. Technical Project Administrator (Network and Integration)

A 4 year degree (Civil Engineering, Electrical Engineering, Computer Engineering or Information Systems) plus four (4) years of engineering experience related to integration of network devices onto server systems similar to that owned by CFX., or for non-degreed personnel eight (12) years of responsible and related engineering experience.

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

Qualifications:
CTQP Final Estimates Level II
IMSA Level II or III
Meet requirements of CFX Specification 600; Intelligent Transportation System Certification
Meet requirements of Project Administrator above if the assigned task encompasses those items.

Certifications:
FDOT Advanced MOT

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

4. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. 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.

Qualifications:
CTQP Final Estimates Levels I & II

5. Associate Contract Support Specialist

High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., materials acceptance, progress and final estimates, compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Project specific work under the general supervision of the Senior Project Engineer and staff.

Qualifications:
CTQP Final Estimates Level I

6. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

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

Certifications:
FDOT Intermediate MOT
Nuclear Radiation Safety
SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

7. Inspector/Engineer Intern

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

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

Certifications:
FDOT Intermediate MOT
Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

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

8. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

9. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2)

years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

10. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

11. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

12. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

13. Lead Senior ITS Inspector

High school graduate or equivalent with the demonstrated knowledge, skill and ability to take a lead role on CFX ITS projects (as determined by CFX) plus twelve (12) years of experience in construction inspection, ten (10) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:
Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:
IMSA Level II

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

14. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civl Engineering Degree and one (1) year of ITS CEI experience, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:
IMSA Level II

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

15. ITS Inspector

High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Fiber Optics for ITS Level I (or equivalent)

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

qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

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

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

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

B. QA Plan

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

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

1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.

3. Quality Records: The Consultant shall outline the types of records which will be

generated and maintained during the execution of its QA program.

4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.

5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.

6. Quality Records: The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

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

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual.

G. CFX Policy and Procedures Manual.

H. CFX standardized forms to be used with documentation and reporting procedures.

I. CFX General Specifications and Technical Specifications.

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

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

A. FDOT Standard Specifications for Road and Bridge Construction, current edition.

B. FDOT Design Standards, current edition.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.

L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

M. Project telephones and services, including long distance charges.

N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.

O. Applicable software to calculate Monthly Project Progress Estimates in a format

acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.

P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Q. Hard hats shall have the name of the consulting firm visibly displayed.

R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.

T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

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

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

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

Reviews will be conducted in accordance with established CFX policies on work phases to

determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

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

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by CFX to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.

D. Increase the scope and frequency of training conducted by the Consultant.

XI. SUBCONSULTANT SERVICES

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

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

XII. OTHER SERVICES

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

A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.

B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

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

XIV. INVOICING INSTRUCTIONS

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

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

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

XV. METHOD OF COMPENSATION:

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

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#8

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 26, 2024

SUBJECT: Approval of Supplemental Agreement No. 7 with Inwood Consulting Engineers, Inc. for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road - Post Design Services
Project No. 417-151, Contract No. 001394

Board approval of Supplemental Agreement No. 7 with Inwood Consulting Engineers, Inc. in a not-to-exceed amount of $51,693.01 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes post design services.

Original Contract	$5,000,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 150,000.00
Supplemental Agreement No. 3	$ 388,792.04
Supplemental Agreement No. 4	$ 0.00
Supplemental Agreement No. 5	$ 694,619.05
Supplemental Agreement No. 6	$ 96,554.18
Supplemental Agreement No. 7	$ 51,693.01
Total	$6,381,658.28

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

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

Project 417-151
Contract 001394

SUPPLEMENTAL AGREEMENT NO. 7

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 417-151)

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 7 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this _____ day of _____, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated August 20, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated October 27, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated April 23, 2021, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 7, 2021, and as amended or

supplemented by that certain Supplemental Agreement No. 6 between CFX and CONSULTANT dated April 13, 2023 (collectively, "Agreement"); and

WHEREAS, Section 4.23 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 417-151, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 5 dated June 7, 2021 ("SA 5") and Supplemental Agreement No. 6 dated April 13, 2023 ("SA 6") to provide the post design services more specifically outlined in SA 5 and SA 6 ("Post Design Services") after completion of the services outlined in the Agreement for Project 417-151; and

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

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the additional post design services required as outlined in the correspondence to CFX dated November 29, 2023, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post

Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by $51,693.01 to a total of $842,866.24.

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

4. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this

Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

INWOOD CONSULTING ENGINEERS, INC.

By: _____

Print Name: _____

Title: _____

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

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Dewberry

MEMORANDUM

Date: February 1, 2024

To: Dana Chester, PE CFX Director of Engineering

From: Scott M. Kamien, PE SMK

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening from Boggy Creek Road to Narcoossee Road
Supplemental Agreement #7

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #7 submitted by Inwood dated November 29, 2023. SA #7 is for additional post-design professional services including MOT Phasing Modifications and additional coordination ITS details and shop drawing reviews. It also captures additional coordination between the CEI, GEC and the City of Orlando for work at SR 15 and the construction interface.

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

$	34,603.19	Inwood as Prime
$	17,089.82	Total Subconsultant Fees
$	51,693.01	Total Requested Contract Amendment Amount

The total fee transfers are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $51,693.01.

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

cc:

Keith Jackson, PE Dewberry
File

Roadway Design
PD&E Studies
Structures
Water Resources
Ecology
Utilities
Public Involvement

November 29, 2023 CFX-002-02

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

Re: SR 417 Widening - Boggy Creek Rd to Narcoossee Rd
Design Fee Proposal SA #7
CFX 417-151

Dear Mr. Edwards,

Enclosed you will find Inwood's design fee proposal for continued post-design services for the SR 417 Widening Project from Boggy Creek Road to Narcoossee Road.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

Inwood Consulting Engineers, Inc.

Mark Hales

Mark D. Hales, PE
Project Manager

3000 Dovera Drive
Suite 200
Oviedo, FL 32765

P: 407-971-8850
F: 407-971-8955
www.inwoodinc.com

Exhibit "A"

Project 417-151
S.R. 417 Widening from Boggy Creek Rd to Narcoossee Rd
Post-Design Scope of Services, S.A. #7

4.23 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. General Support

The Consultant shall support the post-design process as described in more detail herein. General support may include project management/team oversight, monthly progress reports, subconsultant coordination, filing, document control, and all coordination with CFX and the CEI.

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

This scope is based upon an 850-day construction duration, ie approximately 30 months. This SA will extend the duration another 6 months. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction.

F. Plan revisions

If requested by CFX the Consultant will make requested design and plan revisions. These may be related to unforeseen conditions, changes in approach desired by CFX, changes due to coordination with adjacent project schedules, or other reasons not listed herein.

G. Shop Drawing Reviews

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

H. Request for Information (RFI)

The Consultant shall provide responses to requests for information. Review and responses will be conducted as quickly as possible, within three days if practical, however no later than one week from receipt of RFI.

Project 417-151
Contract 001394

SUPPLEMENTAL AGREEMENT NO. 6

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 417-151)

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this 13th day of April, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated August 20, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated October 27, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated April 23, 2021, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 7, 2021 (collectively,

"Agreement"); and

WHEREAS, Section 4.23 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 417-151, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 5 dated June 7, 2021 ("SA 5") to provide the post design services more specifically outlined in SA 5 ("Post Design Services") after completion of the services outlined in the Agreement for Project 417-151; and

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

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the additional post design services required as outlined in the correspondence to CFX dated February 13, 2023, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services shall be

amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by $96,554.18 to a total of $791,173.23.

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

4. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.05.08 15:22:38 -04'00'

Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC.

By: _____

Print Name: Edwin H. Buck, III

Title: Chief Executive Officer

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.05.05 16:09:44 -04'00'

Diego "Woody" Rodriguez

General Counsel for CFX

Dewberry

MEMORANDUM

Date: February 15, 2023

To: Jamison Edwards, PE CFX Engineering Project Manager

From: Scott M. Kamien, PE SMK

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening from Boggy Creek Road to Narcoossee Road
Supplemental Agreement #6

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #6 submitted by Inwood dated February 13, 2023. SA #6 is for additional post-design professional services for barrier conduit and variable height transition details, structural material substitution and trench drain review and associated plan revisions. It also captures additional coordination for RFIs and shop drawing review between the CEI, GEC and the City of Orlando.

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

$	96,554.18	Inwood as Prime
$	96,554.18	Total Requested Contract Amendment Amount

The total fee transfers are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $96,554.18.

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

cc:

Keith Jackson, PE Dewberry
File

Contract No. 001394

Roadway Design
PD&E Studies
Structures
Water Resources
Ecology
Utilities
Public Involvement

February 13, 2023 CFX-002-01

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

Re: SR 417 Widening - Boggy Creek Rd to Narcoossee Rd
Design Fee Proposal SA #6
CFX 417-151

Dear Mr. Edwards,

Enclosed you will find Inwood's design fee proposal for post-design services for the SR 417 Widening Project from Boggy Creek Road to Narcoossee Road.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

Inwood Consulting Engineers, Inc.

Mark Hales

Mark D. Hales, PE
Project Manager

3000 Dovera Drive
Suite 200
Oviedo, FL 32765

P: 407-971-8850
F: 407-971-8955
www.inwoodinc.com

Exhibit "A"

Project 417-151
S.R. 417 Widening from Boggy Creek Rd to Narcoossee Rd
Post-Design Scope of Services, SA #6

4.23 Post Design Services

A. Compensation

The Consultant's compensation for post-design services shall continue to be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. General Support

Additional coordination between the GEC, CFX and CEI was required to resolve barrier conduit location, variable height barrier transitions and light pole foundations. The contractor also proposed 3 different trench drain systems which needed independent verification for approval.

The Consultant also coordinated with the CEI, the City of Orlando and GEC for construction activities along Narcoossee Road resulting in short term and long term changes for signals and drainage.

D. Addenda

The consultant modified structures as requested during the bid process..

F. Plan revisions

The consultant made modifications and analyzed optional materials due to shortages. Efforts included conduit cover details, structure members and trench drains. Consultant also modified profiles and anchor bolts for the variable height walls which included changes to overhead structures. Changes were also made due to TTCP phasing on Narcoossee.

I. Meetings

The Consultant attended weekly internal progress / coordination meetings at the request of the CFX and GEC. In addition, multiple meetings were held directly with the contractor to resolve field issues.

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 417-151)

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this 13th day of May, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated August 20, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated October 27, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated April 23, 2021 (collectively, "Agreement"); and

WHEREAS, Section 4.23 of the Scope of Services, as defined in the Agreement, and

attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 417-151, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated February 18, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

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

reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $694,619.05.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.05.27 21:29:37 -04'00'

Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC.

By: _____

Print Name: Edwin H. Buck, III

Title: Chief Executive Officer

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

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.05.27 16:55:10 -04'00'

Diego "Woody" Rodriguez

General Counsel for CFX

Dewberry

MEMORANDUM

Date: February 19,2021

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 5

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on February 18,2021 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide post-design services that were not included in the original scope of services.

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

$	543,948.56	Inwood as Prime
$	150,670.49	Total Subconsultant Fees
$	694,619.05	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $694,619.05.

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

cc:

Keith Jackson, PE Dewberry
File

Inwood consulting engineers

Roadway Design
PD&E Studies
Structures
Water Resources
Ecology
Utilities
Public Involvement

February 18, 2021 CFX-002-01

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

Re: SR 417 Widening - Boggy Creek Rd to Narcoossee Rd
Design Fee Proposal SA #5
CFX 417-151

Dear Mr. Hawthorne,

Enclosed you will find Inwood's design fee proposal for post design services for the SR 417 Widening Project from Boggy Creek Road to Narcoossee Road.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

Inwood Consulting Engineers, Inc.

Mark Hales

Mark D. Hales, PE
Project Manager

3000 Dovera Drive
Suite 200
Oviedo, FL 32765

P: 407-971-8850
F: 407-971-8955
www.inwoodinc.com

Exhibit "A"

Project 417-151
S.R. 417 Widening from Boggy Creek Rd to Narcoossee Rd Post-Design Scope of Services, S.A. #5

4.23 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. General Support

The Consultant shall support the post-design process as described in more detail herein. General support may include, project management/team oversight, monthly progress reports, subconsultant coordination, filing, document control, and all coordination with CFX and the CEI.

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

This scope is based upon an 850-day construction duration, ie approximately 30 months. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. Addenda

The Consultant shall respond to questions related to the bid package (plans and specifications) and shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, special conditions as identified in the permit documents, special conditions as identified through the OUC agreement finalization, or conditions discovered by bidders during the bid period.

E. Field Visits – Construction Meetings

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by CFX's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members

of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX and their Construction Manager within five business days of the trip. For budget purposes, one field visit every other month (PM plus one technical lead) is estimated.

F. Plan revisions

If requested by CFX the Consultant will make requested design and plan revisions. These may be related to unforeseen conditions, changes in approach desired by CFX, changes due to coordination with adjacent project schedules, or other reasons not listed herein.

G. Shop Drawing Reviews

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

H. Request for Information (RFI)

The Consultant shall provide responses to requests for information. Review and responses will be conducted as quickly as possible, within three days if practical, however no later than one week from receipt of RFI.

I. Meetings

The Consultant shall attend partnering meetings as requested by CFX (up to 5 estimated). The Consultant will also attend progress / coordination meetings as requested by CFX up to 24 estimated (PM or technical lead). The Consultant shall also attend the contractor Notice to Proceed meeting (PM and three technical leads).

J. Bridge Load Rating Memos

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. If there are no changes in construction, verified by the CEI and/or CFX, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Services

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

L. Utilities

The Consultant shall provide utility coordination services as needed by CFX, relative to proposed utility adjustments within the project limits. There are minimal utility adjustments on the SR 417mainline, so this is not expected to be a substantial effort. However, several utilities are being relocated on Narcoossee Road that may require additional coordination.

M. Record Drawings

Based on information (redlined plans) provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor which will serve as the basis of the record drawings. This activity will also include required DEP/WMD permit modification (letter) and stormwater certifications based upon the as-built information as provided by the Contractor.

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 23rd day of April, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated October 27, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and Consultant dated December 10, 2020 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the

Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 16, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $138,842.32 to $3,414,819.65.
    b. The Direct Expenses - Lump Sum (Prime) Costs remain unchanged at $13,849.89.
    c. The Subcontract Items are adjusted downward by $138,842.32 to $2,110,122.50 as follows:
        - AECOM ($138,842.32)
    d. The Allowance remains unchanged at $0.00.
    e. The Total Maximum Limiting Amount remains unchanged at $5,538,792.04.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.04.27 08:14:55 -04'00'
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC.

By: _____
Print Name: Edwin H. Buck, III
Title: Chief Executive Officer

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

By: Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly, Associate General Counsel Date: 2021.04.27 07:43:00 -04'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

Exhibit "A"

MEMORANDUM

Date: April 6, 2021

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on February 16, 2021 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional design services for re-design efforts for Narcoossee Road and bridge lighting design that were not included in the original scope of services and to remove the scope and fee from a subconsultant for poor performance.

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

$	138,842.32	Inwood as Prime
$	(138,842.32)	Removal of Subconsultant Fee
$	0.00	Total Requested Contract Amount

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

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

cc:

Keith Jackson, PE Dewberry
File

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 10th day of December, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated October 27, 2020 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 18, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $415,394.57 to $3,275,977.33.
    b. The Direct Expenses - Lump Sum (Prime) Costs are adjusted upward by $59.09 to $13,849.89.
    c. The Subcontract Items are adjusted upward by $39,495.59 to $2,248,964.82 as follows:
        - ATKINS $24,224.41
        - Tierra $15,271.18
    d. The Allowance is adjusted downward by $66,157.21 to $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $388,792.04 to $5,538,792.04.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they

had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.12.16 18:33:47 -05'00'
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC

By: _____
Print Name: Edwin H. Buck, III
Title: Chief Executive Officer

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

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2020.12.16 11:28:19 -05'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: November 18, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on November 18, 2020 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional design services for VSL structures, an additional PTSU gantry, additional noise wall improvements, additional ramp resurfacing for the Boggy Creek Road and Jeff Fuqua ramps, and additional alignments for SR 534 interchange that were not included in the original scope of services.

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

$	415,453.66	Inwood as Prime
$	39,495.59	Total Subconsultant Fees
$	454,949.25	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $454,949.25.

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

cc:

Keith Jackson, PE Dewberry
File

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 27th day of October, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020 (collectively, "Agreement"); and

WHERAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's August 14, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $201,546.65 to $2,860,582.76.
    b. The Direct Expenses - Lump Sum (Prime) Costs are adjusted upward by $3,614.00 to $13,790.80.
    c. The Subcontract Items are adjusted upward by $196,753.62 to $2,209,469.23 as follows:
        - ATKINS $116,825.68
        - IF Rooks $2,209.63
        - Tierra $77,718.31
    d. The Allowance is adjustment downward by $251,914.27 to $66,157.21.
    e. The Total Maximum Limiting Amount is adjusted upward by $150,000.00 to $5,150,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.10.23 14:35:18 -04'00'
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC

By: _____
Print Name: Edwin H. Buck, III
Title: Chief Executive Officer

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

By: Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.10.23 11:31:53 -04'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

Exhibit "A"

MEMORANDUM

Date: August 20, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on June 2, 2020 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional design services for PTSU structures, additional improvements on Narcoossee Road, and survey services for the project to cover areas not included in the original scope of services.

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

$	205,160.65	Inwood as Prime
$	196,753.62	Total Subconsultant Fees
$	401,914.27	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $401,914.27.

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

cc:

Keith Jackson, PE Dewberry
File

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 24th day of July, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019 ("Agreement"); and

WHERAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's June 22, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remain unchanged at $2,659,036.11.
    b. The Direct Expenses (Lump Sum) remain unchanged at $10,176.80
    c. The Subcontract Items are adjusted upward by $87,798.15 to $2,012,715.61.
        - ECHO $87,798.15
    d. The Allowance is adjusted downward by $87,798.15 to $318,071.48.
    e. The Total Maximum Limiting Amount remains unchanged at $5,000,000.00
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.07.24 06:55:09 -04'00'
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC.

By: _____
Print Name: Edwin H. Buck, III
Title: Chief Executive Officer

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

By: Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.07.23 16:14:01 -04'00' FOR
Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A" Contract No. 001394

Dewberry

MEMORANDUM

Date: June 18, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on June 2, 2020 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional survey services for the project to cover areas not included in the original scope of services.

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

$	0.00	Inwood as Prime
$	87,798.15	Total Subconsultant Fees
$	87,798.15	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $87,798.15.

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

cc:

Keith Jackson, PE Dewberry
File

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INWOOD CONSULTING ENGINEERS, INC.

S.R. 417 WIDENING FROM BOGGY CREEK ROAD TO NARCOOSSEE ROAD

CONTRACT NO. 001394, PROJECT 417-151

CONTRACT DATE: AUGUST 08, 2019
CONTRACT AMOUNT: $5,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 417 WIDENING FROM BOGGY CREEK ROAD TO NARCOOSSEE ROAD

CONTRACT NO. 001394
PROJECT 417-151

AUGUST 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 8th day of August 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Inwood Consulting Engineers, 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 3000 Dovera Drive, Suite 200, Oviedo, FL. 32765.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Boggy Creek to Narcoossee Road identified as Project 417-151 and Contract No. 001394.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

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

The approved subconsultants are:

Atkins North America, Inc. (Class I)
I.F. Rooks & Associates, LLC (Class I)
Traffic Engineering Data Solutions, Inc. (Class I)
AECOM Technical Services, Inc. (Class I and II (Survey))
Tierra, Inc. (Class II)
ECHO UES, Inc. (Class I and II (Survey))

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $ 5,000,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 3000 Dovera Drive, Suite 200, Oviedo, FL. 32765.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and

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

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

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

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

17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

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

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all

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

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

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

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

25.0. NOTICE

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

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

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

To CONSULTANT:
Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL. 32765
Attn: Andrew D. DeWitt, PE

Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL. 32765
Attn: Mark Hales, PE

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

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

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and

discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map [Note: Attach if applicable]
Exhibit "F", Project Schedule [Note: Attach if applicable]
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 08, 2019.

INWOOD CONSULTING ENGINEERS, INC.

BY: Edwin H. Buck III
Authorized Signature

Print Name: Edwin H. Buck III

Title: Chief Executive Officer

ATTEST: Tasha L McGraw (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:
Director of Procurement

Print Name: Aneth Williams

Effective Date: 8/19/19

TASHA L MCGRAW
MY COMMISSION # GG051028
EXPIRES February 28, 2021

Approved as to form and execution, only.

Linda S. Brown for
General Counsel for CFX

'19 AUG 13 PM 12:26

Exhibit "A"
Scope of Services

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 417 WIDENING FROM
Boggy Creek Road to Narcoossee Road (SR 15)

PROJECT NO. 417-151

CONTRACT NO. 001394

IN ORANGE COUNTY, FLORIDA

July 25th, 2019

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

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

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from Boggy Creek Road to Narcoossee Road (SR 15). Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. All mainline bridges within the project limits, SR 15, will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 inside widening from Boggy Creek Road to SR 15.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

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

1.4 Organization

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

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

1.5 Term of Agreement for Design Services

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

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

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.

2. The FDOT Standard Plans

3. The FDOT Design Manual,

4. The FDOT Basis of Estimates Handbook

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended

3.0 DESIGN CRITERIA

3.1 General

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

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

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

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from Boggy Creek Road (Station 1005 +/-) to north of the SR 15 bridge (Station 1244 +/-). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, SR 15, will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. The use of hard shoulder running will be incorporated into the design elements of this project. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the

following items:

1. Horizontal sight distance and outside widening through third horizontal curve or reduce inside shoulder width.

2. Vertical analysis to ensure adequate drainage is maintained along the barrier wall (approximately 9,200')

3. Potential walls along SR 417 for flattening slopes near Narcoossee Rd. Interchange?

4. Osceola Parkway Extension PD&E Re-evaluation/Coordination.

5. DDI at Narcoossee. Proposed Narcoossee Road widening project will require coordination with the City of Orlando.

6. The future opening of the second NB left-turn lane on Lake Nona Blvd. (by others) This will require ramp widening.

7. Jeff Fuqua exit ramp. Add new signage, route shield, guardrail and parallel deceleration lane.

8. Add parallel deceleration lane for the SB Lake Nona Boulevard exit ramp.

9. Pavement analysis

10. Hydroplaning Analysis

4.4 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.

2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.

4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.

5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide

soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

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

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

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

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

SUE will be done as required based on the Design Project Manager's

recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

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

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

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

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

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

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

4.8 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater

Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

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

12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. Pre-application meeting with FDEP

4.10 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.

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

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

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

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Typical roadway details

8. Plans and profiles (plans at 1" =50' scale)

9. Interchange layout plans

10. Ramp Terminal Details

11. Crossroad plans and profiles (1" = 50' scale)

12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

a. Earthwork quantities

13. Traffic Control Sheets including Temporary Drainage

14. Utility Adjustment Sheets - as deemed necessary

15. Details

16. Special provisions

17. Special specifications

4.12 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge Widening designs will be provided for both bridges over Narcoossee Road. Widening shall be to the inside completely closing the median of SR 417. Includes outside barrier retrofit with structural steel tubing.

2. Retaining walls (may vary based on final design limits)

a. Permanent walls:

i. Permanent wall along SR 417 for slope correction– approximately 200 LF.

b. Critical Temporary Walls

i. Walls in median for construction of end bent caps & tie back.

3. Box Culverts, (NA)

4. Approach slabs for bridge widenings

5. Summary quantity tables

6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.

7. Stage construction-sequencing details will consist of bridge cross

sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.

8. Sign\Signal structures:

   a. Structural evaluation of the following existing structures:
      i. 12 Cantilever Truss Sign Structures (6 each direction)
      ii. 3 Overhead trusses (2 signs with one side static + 1 side DMS, 1 sign- static)
      iii. 6 multi-post signs
   b. Structural and foundation redesigns for the existing signs not meeting the current criteria per the Ancillary Structures Report. 6 cantilever signs and 3 overhead signs with DMS and static panel
   c. Structural design of 10 Mast Arms at Narcoossee DDI
   d. Structural design of 2 overhead span signs and 2 cantilever signs at Narcoossee DDI.

9. Noise walls. Structural design and plans for 1000 LF of noise wall. Location to be determined.

10. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review andapproval.

11. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

12. The existing Lake Nona Boulevard piers located in the median of SR 417 will be evaluated and the appropriate shielding will be specified and detailed.

4.13 Drainage Design

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

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.

2. Finalize the pond design at the 30% submittal. Modify existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss

problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

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

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover sheet (key sheet)
2. Tabulation of Quantities
3. General notes
4. Pole data and Legend sheet
5. Project Layout sheet
6. Plans sheets (plans at 1" =50' scale)
7. Service point detail
8. Special Details

D. Perform an under-deck lighting analysis

E. Coordination with FAA

4.15 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Traffic Modeling for Narcoosee Road Interchange

1. Data Collection

   a. A vendor will be hired to conduct the field data collection (72-hour approach counts, 8-Hour Intersection TMCS, Queue Data Collection, and Travel Time Runs)
   b. Field Review of the Traffic Conditions during data collection for model calibration purposes.
   c. Traffic Data Review and collecting pertinent data from other agencies such as signal timing.
   d. Development of Existing Condition Traffic Data for the AM and PM peak periods of 3 hour each. Balanced existing peak hour volumes for the study segment will be provided by CFX and only a minor amount of coordination and data development will be needed from Consultant.

2. VISSIM Model Development & Model Calibration

   a. Synchro model for existing condition for input to VISSIM
   b. VISSIM Roadway network development
   c. O-D Spreadsheet development
   d. Model Calibration
   e. Draft & Final Model runs and results compilation

f. Calibration documentation

3. No-Build Future Analysis

   a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
   b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
   c. VISSIM Traffic Model Development for Opening & Design Years
   d. O-D Spreadsheet Development for Opening & Design Years
   e. Draft & Final Model Runs and Results Compilation

4. Build 1 – TDI Analysis with Triple Left Turns (Opening and Design Year)

   The Build 1 Condition will be modeled with 6 lanes on Narcoossee Road and triple left turn lanes from SB exit ramp for a Tight Diamond Interchange (TDI).

   a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
   b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
   c. VISSIM Traffic Model Development for Opening & Design Years
   d. O-D Spreadsheet Development for Opening & Design Years
   e. Draft & Final Model Runs and Results Compilation

5. Build 2 - Future Analysis (Opening & Design Year for DDI)

   The Build 2 Condition will be modeled with 6 lanes on Narcoossee Road and triple left turn lanes from SB exit ramp for a Diverging Diamond Interchange (DDI).

   a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
   b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
   c. VISSIM Traffic Model Development for Opening & Design Years

d. O-D Spreadsheet Development for Opening & Design Years
e. Draft & Final Model Runs and Results Compilation
f. Comparison of TDI and DDI

6. Interchange Operational Analysis Report (IOAR), Meetings & Coordination

a. Draft & Final IOAR Preparation
b. Meetings & Coordination

C. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

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

D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.

4.17 Signalization Plans

A. Signal plans may be needed for the DDI at Narcoossee Road.

B. If needed, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

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

4.18 Right-of-Way Surveys

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

4.19 Cost Estimates

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

4.20 Special Provisions and Specifications

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

4.21 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Fiber optic network (FON) plans shall include the following:

a. Roadway geometry

b. Rights-of-Way
c. Existing utilities within the right-of-way including CFX's FON
d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
e. Manhole/Pull box locations and stub-out details (standard details provided)
f. Device layout
g. Device installation details
h. Conduit installation details (standard details provided)
i. Fiber optic cable route marker detail (standard details provided)
j. Fiber count per conduit
k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Fiber cable splice details for new or relocated fiber optic cabling.
n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
q. Grounding
r. Table of quantities
s. Special notes
t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
w. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power

service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.

x. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).

y. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.

z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

aa. Install new WWDS at the off-ramps that currently do not have WWDS (NB exit ramp at Narcoossee Rd).

bb. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.

cc. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.

dd. Replace any existing Skyline DMS within project limits to the new CFX standard. Coordinate with CFX staff to obtain manufacturer for new proposed sign.

3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments.

b. Minimize traffic impact.

c. Accessibility and ease of equipment maintenance.

d. Safety of equipment maintenance personnel and the traveling public.

e. Maintain the existing FON system through all phases of construction.

f. Environmental conditions.

g. Concurrent/future CFX projects.

h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)

i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

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

4.22 Toll Plazas

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

4.23 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural,

lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

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

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

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

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

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

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

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available right-of-way plans of existing conditions

3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

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

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX to provide proposed sound wall locations.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

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

7.3 Consultant

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

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which

will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

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

7.6 Schedule

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

7.7 Project Related Correspondence

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

all meetings pertaining to this project.

7.8 Quality Control

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

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and

computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.
7. Geotechnical report.
8. Hydraulics Report for each bridged stream crossing.
9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.

14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all

plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

   a. Location map shown complete with destinations, ranges and townships.
   b. Beginning and ending stations shown.
   c. Any equations on project shown.
   d. Project numbers and title shown.
   e. Index shown.

2. Drainage Map Prepared

   a. Existing culvert sizes and elevations.
   b. Horizontal alignment shown.
   c. Drainage areas and flow arrows shown.
   d. High water information shown.
   e. Beginning and end stations shown along with any equations on project.

f. Interchange supplemental maps prepared.

3. Typical Section Sheets

a. Ramp typical sections developed.
b. Pavement structure shown.
c. Special details developed.
d. General notes shown.

4. Plan and Profile Sheets

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

5. Cross Sections

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

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a. Striping layout.
b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

included with this submittal.

7.16 60% Roadway Plan Submittal

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

1. Key Map

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

2. Drainage Maps

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

3. Typical Section Sheets

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

4. Plan and Profile Sheets

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

5. Drainage Structures

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

6. Cross Sections

a. Templates are shown at all stations.
b. Limited access right-of-way lines are shown.
c. Cross section pattern sheet included.
d. Miscellaneous notes included.
e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

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

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

a. Length of Project with exceptions shown.

b. Index of sheets updated.

2. Drainage Maps

   a. Drainage divides, areas and flow arrows shown.
   b. Elevation datum and design high water information shown.
   c. Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

   a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
   b. Limits of side road construction.
   c. Angle and stationing for intersections.
   d. Treatment for non-standard superelevation transitions diagramed.
   e. General notes shown.
   f. Special ditches profiled.

5. Drainage Structures

   a. Existing structures requiring modifications are shown.
   b. Existing and proposed utilities are shown.

6. Soil Borings

   a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

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

8. Utility Relocation Plans

   a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

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

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

7.20 Pre-Bid Plans

7.21 Bid Set

CONSENT AGENDA ITEM
#9

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 26, 2024

SUBJECT: Approval of First Contract Renewal with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414
Project No. 429-153, Contract No. 001396

Board approval is requested for the first renewal of the referenced contract with Moffatt & Nichol, Inc. in the amount of $0.00 for one year beginning April 4, 2024 and ending April 3, 2025. The original contract was for five years with five one-year renewals.

The work to performed includes design services.

Original Contract	$5,160,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 663,330.37
Supplemental Agreement No. 4	$ 649,201.74
Supplemental Agreement No. 5	$ 0.00
Supplemental Agreement No. 6	$1,027,130.94
Supplemental Agreement No. 7	$ 499,443.74
First Renewal	$ 0.00
Total	$7,999,106.79

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

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001396

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Moffatt & Nichol, Inc.., a foreign profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on March 14, 2019, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of April 4, 2019, whereby CFX retained the Consultant to design of SR 429 widening from West Road to SR 414.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on April 4, 2024 and end on April 3, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance Exhibit B of the original Agreement in an amount up to $0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

MOFFATT & NICHOL, INC.

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

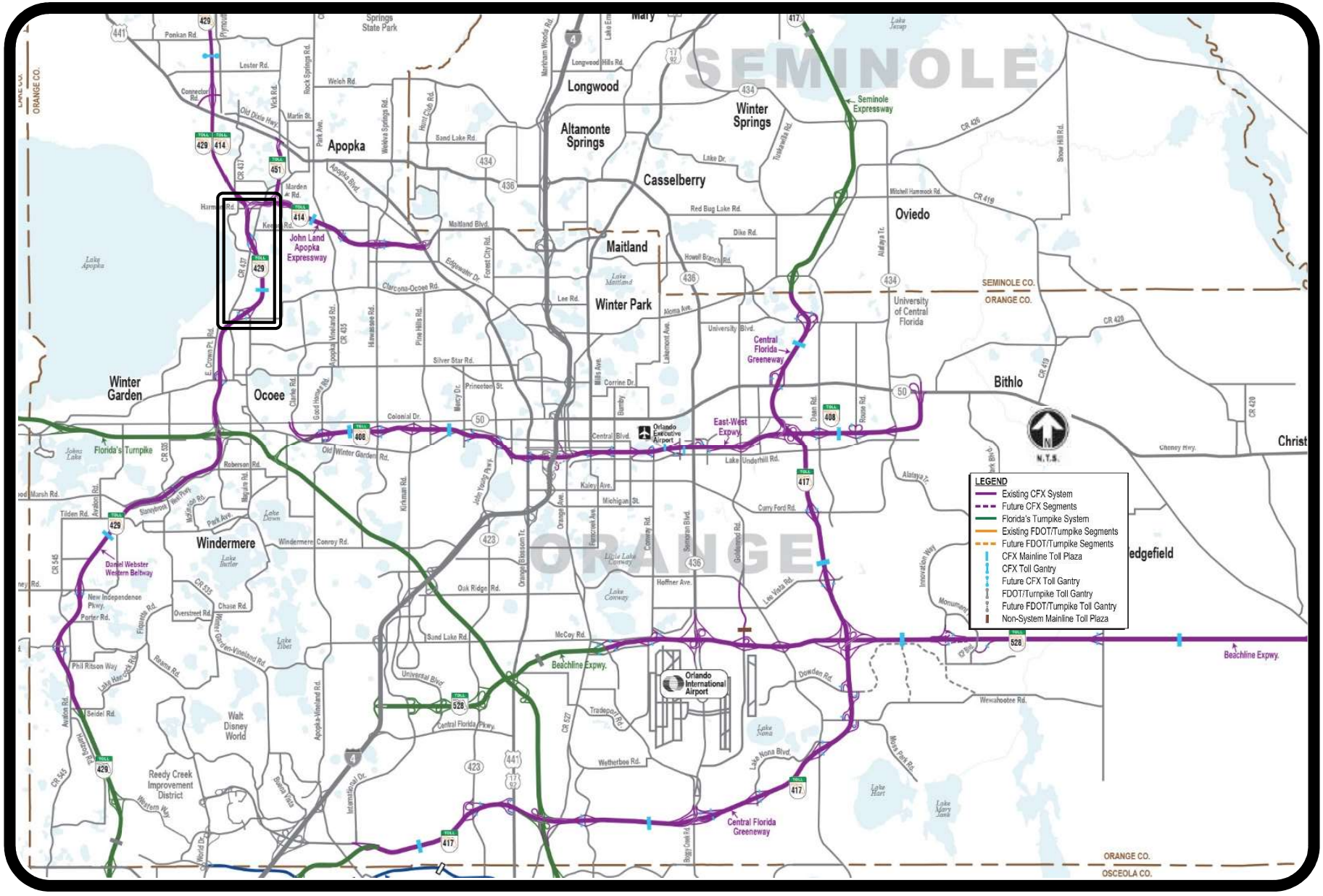
By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel



Project Location Map for
SR 429 Widening from West Road to SR 414 (429-153)

Project 429-153
Contract 001396

SUPPLEMENTAL AGREEMENT NO. 7

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-153)

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 7 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this 14th day of September, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 30, 2021, and as amended or supplemented by that certain Supplemental Agreement No. 6 between CFX and CONSULTANT dated

September 9, 2021 (collectively, "Agreement"); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 429-153, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS. CFX and CONSULTANT entered into Supplemental Agreement No. 6 dated September 9, 2021 ("SA 6") to provide the post design services more specifically outlined in SA 6 ("Post Design Services") after completion of the services outlined in the Agreement for Project 429-153; and

WHEREAS, Articles 2.00 and 11.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT in this Supplemental Agreement; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional post design services as outlined in correspondence to CFX dated July 11, 2023, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by $499,443.74 to a total of $1,526,574.68.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

MOFFATT & NICHOL, INC.

By: _____

Print Name: Darrell Nance

Title: Sr. Vice President

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

By: _____

Print Name: Laura L. Kelly

Title: Associate General Counsel

Dewberry

MEMORANDUM

Date: August 4, 2023

To: Dana Chester, PE CFX Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 7

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #7 submitted by Moffat and Nichol, Inc. provided via email dated July 11, 2023. SA #7 is for additional post-design professional services including pile types, requested MOT changes, modification of temporary walls at Bridge 3 and barrier wall details and profiles. It also includes additional coordination for RFIs and shop drawing review between the CEI and GEC.

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

$	438,902.79	Moffat and Nichol as Prime
$	60,540.95	Total Subconsultant Fees
$	499,443.74	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $499,443.74.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

July 11, 2023

Scott Kamien, P.E.
Dewberry & Associates
800 North Magnolia Ave.
Orlando, FL 32801

Subject: **Project No: 429-153: Post Design Services**
SR 429 Widening from West Road to SR 414
SA #7 PDS: Scope Additions Multiple Items

Dear Scott:

Attached are the following reflecting the additional services necessary for Supplemental in the following scope of services.

- Scope of work
- Fee proposal

We are seeking approval at your earliest convenience.

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

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

Project 429-153
SR 429 Widening from West Road to SR 414
Post-Design Scope of Services, S.A. #7
July 27, 2023

4.24 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for corrections of errors and omissions.

B. General Support

1. Additional management and coordination efforts, including multiple meetings with CFX and Dewberry. Includes attendance at weekly progress meetings and RFI/Shop drawing coordination weekly meetings.
2. Review of Orange County Trail Project plans. Review of 60% and 90% plans submittals for impacts to CR 437A work. Will also need to review the 100% plans once those are submitted.

F. Plan Revisions

1. Reduce speed limit on project from 70mph to 65mph. CFX directed all contractors to reduce the posted speed to 65 MPH for MOT. TTC plans had to be revised to reflect this change. Including design analysis, plans production, QA/QC and final signed and sealed Revision 1.
2. Switching from CFX supplied HP 18x204 pile to HP 14x117 pile. Due to conflicts with the existing wall straps smaller H-piles were elected to be used for the median bridge widening. This required revisions to the end bents. Including design analysis, plans production, QA/QC and final signed and sealed Revision 2.
3. Revise pavement base from limerock to aggregate base at beginning of project at West Road. Design and production efforts to modification the pavement design to switch to utilize aggregate base for the widening. Required updating and adding new milling details. Included revised typical sections, revisions to the underdrain system to move the underdrain from the southbound lanes to the northbound lanes. Also required updating quantities for additions and deductions. Including design analysis, plans production, QA/QC and final signed and sealed Revision 3.
4. MOT changes from begin project through the mainline toll plaza. Design and production efforts to modify the traffic control through the toll plaza for phased construction rather than closing the express lanes. Also included are modifications to phase IV striping to shift lanes closer to median barrier wall and utilize the future PTSU lanes. The 65mph design speed allows traffic to be shifted closer to the barrier wall providing additional work zone area.
5. Drainage structure modifications. Reviews of contractor's request to revise median barrier walls inlets to doghouse inlets. This allowed the contractor not to have to remove the existing median inlets. Contractor had to submit two rounds of shop drawings before approval. Several meetings were required between Dewberry, CEI and contractor to finalize the design.

6. Signal plans for CR 437A. Preparation of signal plans to install camara detection at the ramp terminals at CR 437A. Also included TCP revisions at CR 437A to permanently close the left turn lanes. This required revisions to the end bents. Including design analysis, plans production and QA/QC. This was not issued as a formal revision but was issued as a CEI directive.
7. McCormick Road Piles out of tolerance. Existing median piles were not in as-built location which required modifications to the end bents. Including design analysis, plans production, QA/QC and final signed and sealed Revision 2.
8. Revising sign structure locations. Overhead structures OT-5, OT-12 and OT-8 were revised as requested by CEI to avoid conflicts with existing signs and to facilitate contractors MOT phasing. Shifting location of overhead sign required modification to the median barrier wall. Includes design analysis, plans production, QA/QC and final signed and sealed Revision 5 and Revision 6.
9. Changes to the architectural columns. Revision 6 included modifications due to the changes in the architectural columns on MSE Wall RW6. CEI/CFX requested aesthetics change to the columns. It was decided to rest the columns on the moment slab rather than extending all the way down to the ground. This required additional effort designing and detailing the MSE Wall Junction Slab (with Noise Wall) to attach the column directly to the junction slab rather than having the column supported at the base of the wall. Also included in Revision 6 were additional designs/details for the junction slab supported on the existing MSE wall. Includes design analysis, plans production, QA/QC and final signed and sealed Revision 6.
10. Request for modifications to temporary walls at Bridge 3. CFX requested us to review the global stability of the temporary wire walls required for the construction of the new MSE walls. As a result of this analysis CFX directed us to design the additional noncritical temporary walls to facilitate the outside MSE wall construction with no changes to Rev 4 temporary sheet pile walls.
11. Revise End Diaphram for differential rotation between adjacent box girders.
12. Contractor elected to use a different bearing for bridge 3 which is a different elevation than what was designed in plans. Note in plans states that Contractor is responsible for redesigning the pedestal. MN requested to redesign a raised pedestal above minimum 15' height.
13. Updates to the barrier wall details including analysis and production updates. Updates to the barrier wall profiles, revise anchor bolt lengths at light poles, and review top of barrier wall elevations with overhead sign structures. Includes design analysis, plans production, QA/QC.
14. The plans called for extension of existing precast Conspan structure. However, contractor was unable to get bids from the precasters for the extension. Attended coordination meetings and reviewed plans and calculations for the alternate cast-in-place extension of the Golf Cart Crossing.
15. Provided location information markups on shop drawings for drilled shafts supporting dual upright and single upright columns to account for the truss size and connection differences.
16. Revisions to sign structures and sign lighting.

G. Shop Drawing Reviews

Additional shop drawing reviews to expedite the structural shop drawing reviews. The contractor elected to split the shop drawings into smaller submittal packages which required multiple reviews.(There were 6 submittals of the girder shop drawings, 6 for silicofex bridge joint, 3 SIP forms, 6 on temporary walls). Additional reviews required due to more temporary wall and noise wall submittals than originally estimated.

H. Request for Information (RFI)

1. Additional effort required for reviews RFI's. Significantly more RFI's submitted than originally estimated.

2. Contractor requested modification to traffic control. Review of contractor submitted draft CSIP for revising traffic control at bridge 3. Review of contractor's submittal for revisions to traffic control at northbound off ramp to CR 437A. Also required was structural effort examining how the temporary wall system could be modified to accommodate the CSIP. As part of the temporary wall system modifications, we were directed to provide a 3:1 ramp for crane access in the median which lengthened the temporary walls requiring new wall design.
3. Bridge 3 fabrication issues. Additional design is required for the external crossframes between bridge construction stages. Requires redesign of stiffener plates, modifications to the crossframe members and oversize holes to allow for minor adjustments to the external crossframes.
4. Provide Service loads vs Factored loads. Factored loads are provided in the bearing table. We were requested by CEI to provide service loads. LRFD are the standard.
5. The plans called for extension of existing precast Conspan structure. However, contractor was unable to get bids from the precasters for the extension. Attended coordination meetings and reviewed plans and calculations for the alternate cast-in-place extension of the Golf Cart Crossing.
6. Provided preload requirements as needed to address camber/deflection/survey differences between existing and new girders at closure pour connections.
7. Provided supplemental details for LCS mounting details to avoid conflict with gusset plates.

Project 429-153
Contract 001396

SUPPLEMENTAL AGREEMENT NO. 6

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-153)

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this 9th day of September, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2019, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 30, 2021 (collectively, "Agreement"); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 429-153, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 5, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence

attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $1,027,130.94.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.09.30 12:02:40 -04'00'

Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: _____

Print Name: Darrell Nance, PE

Title: Vice President

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2021.09.30 08:32:06 -04'00'

Diego "Woody" Rodriguez

General Counsel for CFX

Dewberry

MEMORANDUM

Date: August 17, 2021

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 6

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on August 5, 2021 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide post-design services that were not included in the original scope of services.

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

$ 657,700.92	Moffat and Nichol as Prime
$ 369,430.02	Total Subconsultant Fees
$ 1,027,130.94	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $1,027,130.94.

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

August 5, 2021

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 6

Dear Will:

As requested, attached please find our supplemental for post design services on the above referenced project.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

Project 429-153
SR 429 Widening from West Road to SR 414
Post-Design Scope of Services

4.24 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. General Support

The Consultant shall support the post-design process as described in more detail herein. General support may include, project management/team oversight, monthly progress reports, subconsultant coordination, filing, document control, and all coordination with CFX and the CEI.

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

This scope is based upon a 1075-day construction duration, ie approximately 36 months. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. Addenda

The Consultant shall respond to questions related to the bid package (plans and specifications) and shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, special conditions as identified in the permit documents, special conditions as identified through the OUC agreement finalization, or conditions discovered by bidders during the bid period.

E. Field Visits – Construction Meetings

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by CFX's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members

of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX and their Construction Manager within five business days of the trip. For budget purposes, one field visit every other month (PM plus one technical lead) is estimated.

F. Plan revisions

If requested by CFX the Consultant will make requested design and plan revisions. These may be related to unforeseen conditions, changes in approach desired by CFX, changes due to coordination with adjacent project schedules, or other reasons not listed herein.

G. Shop Drawing Reviews

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

H. Request for Information (RFI)

The Consultant shall provide responses to requests for information. Review and responses will be conducted as quickly as possible, within three days if practical, however no later than one week from receipt of RFI.

I. Meetings

The Consultant shall attend partnering meetings as requested by CFX (up to 5 estimated). The Consultant will also attend progress / coordination meetings as requested by CFX up to 24 estimated (PM or technical lead). The Consultant shall also attend the contractor Notice to Proceed meeting (PM and three technical leads).

J. Bridge Load Rating Memos

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. If there are no changes in construction, verified by the CEI and/or CFX, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Services

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

L. Utilities

The Consultant shall provide utility coordination services as needed by CFX, relative to proposed utility adjustments within the project limits. There are minimal utility adjustments on the SR 417mainline, so this is not expected to be a substantial effort. However, several utilities are being relocated on Narcoossee Road that may require additional coordination.

M. Record Drawings

Based on information (redlined plans) provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor which will serve as the basis of the record drawings. This activity will also include required DEP/WMD permit modification (letter) and stormwater certifications based upon the as-built information as provided by the Contractor.

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 30th day of June, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2019, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental

Agreement No. 4 between CFX and CONSULTANT dated December 20, 2020 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's March 8, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remain unchanged at $3,352,951.90.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $8,665.55.
    c. The Subcontract Items remain unchanged at $3,110,914.66 but is modified as follows:
        - ESA ($9,437.39)
        - Maser $9,437.39
    d. The Allowance remains unchanged at $0.00.
    e. The Total Maximum Limiting Amount remains unchanged at $6,472,532.11.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.06.29 10:48:07 -04'00'
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: _____
Print Name: Darrell Nance
Title: Vice President

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

By: Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly, Associate General Counsel Date: 2021.06.28 11:06:51 -04'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: March 9, 2021

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 5

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on March 8, 2021 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to transfer available funds between subconsultant firms to provide professional services for additional utility survey due to the extension of the project limits north of Binion Road.

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

$	0.00	Moffat and Nichol as Prime
($	9,437.39)	Reduction of fee from Subconsultant ESA
$	9,437.39	Additional fee to Subconsultant Maser
$	0.00	Total Requested Contract Amendment Amount

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

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

March 8, 2021

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 5

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Additional utility locates of the existing fiber optic line along SR 429.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 5

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

March 8, 2021

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The additional services will include additional locates for the fiber optic line along SR 429 where new jack and bores will be required.

4.4 Surveys and Mapping

G. Underground Utilities

1. Quality Level B Designating: Provide Utility Designates at

k) Provide Utility Designates at SR 429 Mainline – 0.5 miles x 1 utilities= 0.5 miles of DES
l) Provide Utility Locates for fiber optic along SR 429 mainline – 6 test holes requires to verify conflicts.

ESA

Exhibit "A"
5407 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

Project 429-153
Contract 001396

sassoc.com

3/15/2021

February 22, 2021

Bill Terwilleger, PE
Moffatt & Nichol
1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
bterwilleger@moffattnichol.com

Subject: CFX Contract 429-153
ESA Fee Modification

Dear Mr. Terwilleger,

ESA has enjoyed our experience as a member of your team on the SR 429 widening design from West Ave to SR 414 for CFX. We have recieved your request to transfer $9,437.39 of our Time and Materials budget to your survey sub-consultant, to facilitate their performance of additional work needed for completion of the project. To date, ESA's involvement in this project has been less than initially anticipated, and we don't expect we'll be tasked with enough permitting support work through the duration of this project, which is already at 90% design, to spend our entire T&M budget. We are in agreement with this requested budget transfer.

Sincerely,

Sandra Scheda Klaus

Sandy Scheda Klaus, MS
Vice President

Doug Skurski

Douglas Skurski, MS, PWS
Project Manager

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 10th day of December, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and Consultant dated September 5, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and Consultant dated April 8, 2019, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and Consultant dated July 16, 2020, (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant’s November 10, 2020 letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Services”). Exhibit “A” of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $327,073.58 to $3,352,951.90.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $8,665.55.
    c. The Subcontract Items are adjusted upward by $322,128.16 to $3,110,914.66 as follows:

• Ardaman	$65,102.55
• BASE	$149,631.34
• DRMP	$85,394.34
• EPG	$6,849.79
• WBQ	$15,150.14

d. The Allowance remains unchanged at $0.00.

e. The Total Maximum Limiting Amount is adjusted upward by $649,201.74 to $6,472,532.11.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.02 08:34:28 -05'00'
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: _____
Print Name: Darrell Nance
Title: Vice President

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

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.02.01 20:21:56 -05'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: November 13, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on November 10, 2020 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the extension of the project limits north of Binion Road and additional ITS, noise walls, signing & pavement marking, utility, and maintenance of traffic tasks.

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

$ 327,073.58	Moffat and Nichol as Prime
$ 322,128.16	Additional Subconsultant Fees
$ 649,201.74	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $649,201.74.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

November 10, 2020

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: **SR 429 Widening from West Road to SR 414**
Project No: 429-153
Supplemental Amendment 4

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Revising the traffic control scheme to allow for removal of all the existing pavement.
- Additional drainage structures and details required for new noise walls
- Additional structural services designing additional noise wall, overhead sign structures, lighting details, and other miscellaneous structure details.
- Additional geotechnical borings for the additional noise walls and signs.
- Additional ITS and lighting design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 4

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

November 10, 2020

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.2 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

A. The work includes additional borings for structures and geotechnical design support relative to foundations for additional sign structures, noise walls and ITS. A total of 33 additional borings are included in this supplemental, as follows:

- 19 borings to 40 feet deep for additional Sign Structures

- 13 borings to 30 feet deep for additional Noise Walls
- 1 boring to 20 feet deep for an additional CCTV Camera Pole

For each boring the following additional services will be performed:

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform SPT boring to described depths.
3. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
4. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

The results of the additional subsurface soil exploration and laboratory testing program will be used to perform additional geotechnical engineering evaluation relative to foundation support for the additional sign structures, noise walls and CCTV camera pole. Findings will be presented in written reports per the established submittal schedule.

4.12 Roadway Design

A. Traffic Control Analysis- Additional effort for revising the traffic control phasing for full depth milling of the existing mainline pavement.

B. Traffic Control Design Files - Additional effort for e revising the traffic control phasing for full depth milling of the existing mainline pavement.

C. Roadway Plans

1. Typical Sections – revise details to show full depth pavement removal.
2. Temporary Traffic Control Plan Sheets-additional sheets phase 3 to show the traffic shifted to new pavement to allow for full depth milling and resurfacing
3. Temporary Traffic Typical Section Sheets- Additional typical sections required for phasing the full depth pavement removal for both normal crown and superelevated sections.

4.13 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including retaining walls and miscellaneous structures. The additional services will include the following:

1. Provide design and preparation of construction drawings / specifications for the construction of a new noise walls along varying

locations of the project. Approximately 7,300 linear feet of new walls are needed.

2. Design of new cast in place concrete walls in the vicinity of the SR 429 over Ocoee Apopka Road new bridge. Four CIP wall locations have been determined, but additional walls seem to be needed to fit specific geometric constraints and aesthetic details. Four additional CIP walls may be needed.
3. Design of new temporary MSE walls for the construction of temporary ramps needed for maintenance of traffic. Two additional wall locations are needed.
4. Prepare custom foundation designs for the support of noise walls on MSE walls. Design of custom junction slabs is required at three different wall segments.
5. Provide additional aesthetic plans and details as needed based on the new wall additions.
6. The work outlined in items 1 thru 5 adds 46 new sheets to the plans

B. Extension of existing SR 429 over Gulf Cart Path culvert structure

1. Prepare plans and specifications to extend the existing culvert structure on the NB end. This work adds 4 sheets to the plans.

C. Design underdeck luminaire support

1. Design underdeck luminaire supports with a pipe and three rigid redundant supports equally spaced at 120 degrees. These supports are needed at 8 bridge sites, with a combination of existing and proposed decks, and a wide variety of beams/girders. Two connection bolt designs are required: cast-in-place bolts for proposed bridge decks, and undercut anchors for existing bridge decks.

2. These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 9.13 Quality Assurance/Quality Control
- 9.15 Supervision
- 9.16 Coordination
- 18.30 Special Structures

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria.

B. This supplemental agreement addresses the following scope additions.

1. Remove and Replace existing light poles for CR 437A Ramp A, B, C, & D due to the profile changes and overbuild.
2. Intersection Lighting for West Road and CR437A.
   - Note: Load center at interchange within 429-152 project. 429-152 project not addressing intersection lighting as assumed during scoping.
3. Remove and replace Existing Box Culvert Lighting Load Center and feeder cable. Update underdeck light fixtures. Existing system impacted by sound walls.
   - Note: Load center not installed per as-builts and could not be field verified.
4. Provide Remote NEMA Cabinets Small, Medium, Large for all pendant hung underdecks within our lighting limits.
5. Re-lamping Non-Standard existing HPS Shoebox luminaires to LED for the Parking Lot luminaires at Toll Plaza
   - Note: Request on previous 408-128 project during construction.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

23.2 Lighting Design Analysis Report
23.5 Reference and Master Design Files
23.8 Quantities
23.14 Quality Assurance/Quality Control
23.16 Supervision
23.17 Coordination
24.3 Tabulation of Quantities
24.5 Pole Data, Legend and Criteria
24.8 Plan Sheet
24.9 Special Details
24.13 Quality Assurance/Quality Control
24.14 Supervision

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans for additional overhead signs

B. Signing

1. Design 6 new multi-post ground mounts calcs, 3 new sign panel designs includes panel design and guide sign worksheet. Also, an additional 10 overhead PTSU structure cross sections

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

1. Addition of 1 WWDS at West Road (SB off-ramp)
2. Addition of 7 PTSU/lane control sites
3. Addition of 17 VSL Signs (17 co-located at PTSU/lane control sites, no standalone sites)
4. Addition of 6 Cabinet Replacement Sites (Hazardous Locations per CFX Maintenance replacement list)
5. Addition of 1 TMS (standalone site replacement at the 437A NB off-Ramp)
6. Addition of 3 DCS replacement sites (these 3 were previously scoped to remain/adjust only)
7. Addition of 1 WWDS relocate (Secondary RFB impacts at 437A NB off-Ramp)

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

33.9 Reference and Master ITS Design File
33.13 Quantities
33.19 Quality Assurance/Quality Control
33.20 Supervision
33.21 Coordination
34.6 Typical and Special Details
34.7 Plan Sheet
34.9 Fiber Optic Splice Diagrams
34.20 Quality Assurance/Quality Control
34.21 Supervision

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16th day of July, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit “A” of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 8, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upwards by $575,563.97 at $3,025,878.32.
    b. The Direct Expenses (Lump Sum) remains unchanged at $8,665.55.
    c. The Subcontract Items are adjusted upwards by $364,731.83 to $2,788,786.50.
        - Ardaman $60,716.80
        - BASE $149,631.34
        - DRMP $61,138.02
        - EPG $72,735.41
        - WBQ $20,510.26
    d. The Allowance is adjusted downward by $276,965.43 to $0.00.

    The Total Maximum Limiting Amount is adjusted upwards by $663,330.37 to $5,823,330.37.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.07.16 15:05:51 -04'00'
Director of Procurement

MOFFATT & NICHOL, INC.

By: Digitally signed by Darrell Nance DN: cn=Darrell Nance, o=Moffatt & Nichol, email=dnance@moffattnichol.com, c=US Date: 2020.07.14 08:22:28 -04'00'
Title: Vice President
Print Name: Darrell Nance, PE

Approved as to form and execution, only.

Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.07.16 14:33:24 -04'00'

Associate General Counsel for CFX

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 3/Moffatt 429-153 -SA3.docx

Dewberry

MEMORANDUM

Date: May 11, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE CWE

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on March 2, 2020 and then updated on May 8, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the additional PTSU structures, ITS, lighting and bridge design for the box girder bridges over CR 437A.

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

$ 575,563.97	Moffat and Nichol as Prime
$ 364,731.83	Additional Subconsultant Fees
$ 940,295.80	Total Additional Subconsultant Fees
$ 940,295.80	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $940,295.80.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

May 8, 2020

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 3

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Extending the project limits to north of the Binion Road overpass
- Additional structural services for replacing the existing SR 429 bridge over CR 437A using steel box girders
- Implementing the new arc hazard criteria
- Implementing the PTSU gantry structures

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 3

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

May 8, 2020

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.2 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

A. The work includes, additional boring for structures and geotechnical design support relative to foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform 8 SPT borings and 4 auger borings spread between the existing ponds designated 200-3, 200-4 and 200-1A and Pond A, B2, B3, and 4 at the CR 437A interchange. Purpose of the borings is to explore the soil characteristics relative to poor pond performance
3. Conduct a total of 8 field permeability tests in the existing ponds (including 200-3, 200-4 and 200-1A) in order to explore the soil characteristics relative to poor pond performance
4. Perform a total of 20 SPT borings to a depth of 40 feet each for 10 new overhead sign structures required for the project. A mixture of cantilever and truss structures are proposed for a total of 20 new uprights with drilled shaft foundations.
5. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
6. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.
7. Conduct geotechnical engineering evaluation and provide findings relative to exploration and testing in Ponds 200-3, 200-4, and 200-1A. Provide geotechnical support relative to potential improvements.
8. Provide geotechnical engineering evaluation and support relative to the new sign structure foundation support.

4.12 Roadway Design

A. Horizontal/Vertical Master Design Files

1. Extend project limits approximately 3,240 ft through the SR 414 interchange to maintain 3 lanes of traffic.
2. Cross Section Design Files- Additional cross sections for extended project limits

B. Traffic Control Analysis- Additional effort for extended project limits

C. Traffic Control Design Files - Additional effort for extended project limits

D. Roadway Plans

1. Profile Sheet-additional sheets required for extended project limits
2. Plan Sheet - Additional sheets required for extended project limits
3. Cross Sections- Additional cross sections required for extended project limits
4. Temporary Traffic Control Plan Sheets-additional sheets required for extended project limits
5. Temporary Traffic Control Cross Section Sheets- Additional cross sections required for extended project limits

4.13 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including, new bridge designs for SR 429 bridge over Ocoee Apopka Road. The design shall use steel box girders. The additional services will include the following:

1. Provide design and preparation of construction drawings / specifications for the construction of a new steel box girder bridge with complex geometry due to span length, variable beam spacing and skew.
2. Design and load rate the new steel box bridge structure for three (3) construction phases with different loading conditions.
3. Prepare final and temporary bracing details needed for the bridge stability at each construction phase. Includes analysis of differential deflection, beam camber and concrete closure pours.
4. Provide erection sequence plans with temporary structure supports for each construction phase
5. Design and load rate new steel box girder bridge for the final condition.

B. Evaluation of existing bridge approach retaining walls:

1. Review and analyze the existing retaining walls for possible extension due to the increase height of the new roadway profile. The existing walls consist of a soldier steel pile and wood lagging system with tieback anchors and a 12-in concrete fascia panel. This proprietary wall system was a redesign of the proposed steel sheet pile and tieback wall system shown on the previous project contract plans. The design was performed by Schnabel Foundation Company. The review analysis includes the following:
2. Verification of the capacity of the existing tieback anchors subject to additional surcharge load at approximately 15 segments of the existing walls. The existing wall segments differ in wall height, tieback length and tieback location from top of wall.
3. Design and evaluation of a similar wall system following the current walls alignment placing new soldier piles and tiebacks between the existing. The existing soldier pile and tieback anchors are spaced at 8-ft centers.
4. Evaluation of a three-tier wall system to reduce impact on the existing tieback anchors. Options include MSE walls and/or cast in place walls.

C. Sign structures: New structures required for the PTSR.

1. Original estimates were based on preliminary CSP, use of existing structures and use of FDOT standards for new. Conceptual Signing Plans (CSP) for the project was updated based on part time shoulder

use (PTSU). This supplement incorporates efforts associated with the proposed changes to the signing based on the new Conceptual Signing Plans (CSP) and implementation of the new PTSU Sign Structures guide standards. Following items are covered under this SA:

2. Reduced overhead cantilever structures from 8 to 5
3. 5 new half span PTSU structures with dual column supports in the median
4. 8 half spans with shared dual column support in the median
5. 4 Type 4 PTSU's with horizontal truss below tri-chord and dual column supports in the median
6. Implement the guide standards (32 sheets) and complete associated table of variables covering the different gantry types
7. We anticipate combination of FDOT Mathcad programs and use finite element programs for analysis, design and detailing.

4.14 Drainage Design

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

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
2. Two additional ponds for extension (no routing). Treatment and attenuation calculations will be prepared for the 2 existing ponds.
3. Extend drainage maps.
4. Additional structures for project extension.
5. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: Ponds 200-3 and 201-A infiltration, Pond 200-1 grading.
6. A pond siting report is not required.
7. Assumes ponds will not need modifications for permitting criteria. Modifications required for permitting shall be added to the scope by Supplemental Agreement.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes
2. Drainage structure details
3. Storm drain and culvert profiles and/or drainage cross-sections
4. Lateral ditches/channels
5. Outfall ditches/channels
6. Retention/detention ponds/exfiltration system

C. CR 437A Interchange Modifications

1. Analysis and redesign for Ponds within the 437A interchange to account for the new wall locations. The following ponds will be included Pond A, B-1, B-2, B-3, C, D, 4.
2. Review and analysis of existing storm drain and offsite bypass drainage along CR 437A.
3. Additional structures to modify existing drainage basins.
4. Pond details for revised Pond A, B-1, B-2, B-3, C, D, and 4. Grading modifications (6) and control structures (4). No revisions to control structure or grading for Pond 5.

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria to extend the project limits to Sta 572+35.

B. This supplemental agreement addresses the following scope additions.

1. Project extension to the north on SR 429.
2. Box girder lighting for CR 437A bridge.
3. PTSU Lane Control Overhead Sign Lighting.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

23.2 Lighting Design Analysis Report
23.5 Reference and Master Design Files
23.8 Quantities
23.14 Quality Assurance/Quality Control
23.16 Supervision
23.17 Coordination
24.3 Tabulation of Quantities
24.5 Pole Data, Legend and Criteria
24.8 Plan Sheet
24.9 Special Details
24.13 Quality Assurance/Quality Control
24.14 Supervision

C. The following steps are involved in detailed arc flash hazard analysis:

1. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
2. Data Collection
3. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
4. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.

5. Utility Information - – Coordination is required with the local power company to gather technical information on their transformer including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.
6. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
7. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
8. Calculate arc current for every required equipment or bus.
9. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
10. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
11. Determine the arc flash boundary.
12. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:

    a. The name of person performing the assessment
    b. The date of assessment.
    c. All data collected and used in the assessment, including protective device settings.
    d. Assumptions used in the absence of data.
    e. The name of the software and the revision.

13. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
14. Arc Flash Labeling – Arc flash labels are to be placed on exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. The labels shall be included in both the contract drawings and design documentation report.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with

the local electric utility.

B. Signing

1. Truss locations (Interim/Ultimate) – PTSU gantries and type are marked on the latest CSP (10 new overhead structures). Gantry uprights (to the outside) are to be installed at the interim location, either outside the clear zone or guardrail setback requirements.

C. Median barrier connections - Construct now based on dead load, wind load, equipment. Dewberry to provide bolt pattern, bolt size, and loads, EORs to design foundation based on soils.

D. Pavement markings

E. Striping – Use Solid yellow like normal for inside edge of GP lanes (no additional striping/chevrons for shoulder).

F. Rumble strips – Place at current standard offset of 18" from GP lanes (this will be in future PTSU lane).

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

1. Project extension to the north on SR 429.
2. PTSU Lane Control ITS equipment/infrastructure.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

33.7 Existing ITS System
33.9 Reference and Master ITS Design File
33.13 Quantities
33.19 Quality Assurance/Quality Control
33.20 Supervision
33.21 Coordination
34.6 Typical and Special Details
34.7 Plan Sheet
34.9 Fiber Optic Splice Diagrams
34.20 Quality Assurance/Quality Control
34.21 Supervision

Project 429-153
Contract 001396

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of April, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit “A” of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 16, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs remains unchanged at $2,450,314.35.
    b. The Direct Expenses (Lump Sum) remains unchanged at $8,665.55.
    c. The Subcontract Items are adjusted upwards by $96,523.54 to $2,424,054.67.
        - MASER $96,523.54
    d. The Allowance is adjusted downward by $96,523.54 to $276,965.43.

    The Total Maximum Limiting Amount remains unchanged at $5,160,000.00.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.04.08 16:15:26 -04'00'
Director of Procurement

MOFFATT & NICHOL, INC.

Digitally signed by Darrell Nance
DN: cn=Darrell Nance, ou=Moffatt & Nichol, email=dnance@moffattnichol.com, c=US
Date: 2020.04.08 08:44:11 -04'00'

Witness:_____ By:_____

Print Name: Darrell Nance Title: Vice President

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.04.08 15:10:10 -04'00'

General Counsel for CFX

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 2/Final/Moffatt 429-153 -SA2.docx

Dewberry

MEMORANDUM

Date: January 21, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on December 19, 2019 and then updated on January 20, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional survey and geotechnical services due to the extension of the project limits and additional existing drainage structures encountered in the field.

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

$ 0.00	Moffat and Nichol as Prime
$ 96,523.54	Additional Subconsultant Fees (Maser)
$ 96,523.54	Total Additional Subconsultant Fees
$ 96,523.54	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $96,523.54.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

December 16, 2019

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 2 (Additional Survey for extended project limits)

Dear Will:

Attached is our supplemental for additional survey for extending the project limits for this project in order to carry the proposed three-lane typical section through the SR 414 interchange and tie into the existing three-lane section to the north.

This amendment addresses obtaining the additional survey required to complete this design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger, P.E.
Project Manager

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

EXHIBIT "A"

SCOPE OF SERVICES

27 SURVEY

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Tie Sufficient R/W & CL to Verify position of Alignment and R/W for additional 0.6 miles

27.5 Reference Points

Edit CTL/PNC sheets to account for 0.6 additional miles of ROW Determination

27.6 Topography/Digital Terrain Model (DTM) (3D)

24 acres of off topo survey and DTM including landscape areas in median and wooded areas along right of way

27.10 Underground Utilities

- Quality Level B Designating: Provide Utility Designates at
  a. SR 429 Mainline – 0.6 miles x 2 utilities = 1.2 miles of DES
  b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
  c. Designating efforts include all other utilities except the CFX designated facilities

- Locates for verification of QLB and non-tuneable: Total Test Hole Bank:70
  a. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 2

27.15 Pond Site Survey

3D DTM Survey of 2 Pond Bottoms.

27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.27 Work Zone Safety

Provide work zone as required by CFX standards.

27.28 Miscellaneous Surveys

Survey to map all utilities marked by CFX (FON & lighting)

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.33 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

27.35 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

Project 429-153
Contract 001396

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 5th day of SEPTEMBER, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 29, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.

2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

   a. The Salary Related Costs remains unchanged at $2,450,314.35.

   b. The Direct Expenses (Lump Sum) remains unchanged at $8,665.55.

   c. The Subcontract Items are adjusted upwards by $9,154.52 to $2,327,531.13.

      - Page One ($229,592.81)
      - NADIC $238,747.33

   d. The Allowance is adjusted downward by $9,154.52 to $373,488.97.

   The Total Maximum Limiting Amount remains unchanged at $5,160,000.00.

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

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

MOFFATT & NICHOL, INC.

Witness: Bill Tally

Print Name: Bill Terwilleger

By: _____

Title: VICE PRESIDEN

Approved as to form and execution, only.

Linda S.B Lanosa for

General Counsel for CFX

\\dfsprd1\Store\Departments\Engineering\General\429-153 SR 429 Widening West Road to SR 414\2 Contract\2.A Supplemental Agreements\SA 1\Moffatt 429-153 -SA1.docx

Dewberry

MEMORANDUM

Date: August 12, 2019

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on July 11, 2019 and then updated on July 25, 2019 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional geotechnical services due to the change of subconsultant and design approach.

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

$ 0.00	Moffat and Nichol as Prime
($ 229,592.81)	Removal of Page One as Subconsultant - Budget Remaining
$ 238,747.33	Addition of Nadic as Subconsultant
$ 9,154.52	Total Additional Subconsultant Fees
$ 9,154.52	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $9,154.52.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax: (407) 562-2031
www.moffattnichol.com

July 29, 2019

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

Subject: **RE: SR 429 Widening West Road to SR 414**
Supplemental Agreement No. 1

Dear Will:

As you are aware Page One has recently been acquired by NV5, a non-DBE firm. Continuing to utilize NV5 to complete roadway geotechnical services will affect our commitment to CFX to provide 20% DBE participation.

In addition, Rachel Andre is no longer working for Page One and would not be able to lead their efforts on this project as originally proposed. In order to fulfill our commitments to CFX, we have terminated the current subconsultant contract with Page One Consultants, Inc. and request to add Nadic Engineering Services, Inc. to provide roadway geotechnical services. They are well known to CFX and are a DBE certified firm. Dr. Godwin Nnadi, P.E. will lead their efforts. Dr. Godwin has worked on many CFX projects and is very familiar with your procedures.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A. Terwilleger

William A Terwilleger, P.E.
Project Manager

NADIC
ENGINEERING

July 11, 2019
(Revised July 23, 2019)

Moffatt & Nichol
1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

Attention: Mr. Bill Terwilleger, P.E.

RE: Fee Proposal for Geotechnical Investigations
S.R. 429 Widening
From West Road to S.R. 414
Orange County, Florida
CFX Project No: 429-153, S.A. #1
Nadic Project No.: PR. Geo.Re19024

Dear Mr. Terwilleger:

Nadic Engineering Services, Inc. (NADIC) pleased to submit this revise Fee Proposal for geotechnical engineering services based on the scope of services agreed upon with Central Florida Expressway Authority (CFX) and per discussion with you on June 25, 2019 as well as your emails dated June 25, 2019, July 2, 2019 and July 11, 2019, on above referenced project. We understand that the project will consist of the following elements:

- SR 429 mainline and ramp widening from West Road to State Road 414 (Maitland Boulevard Extension), approximate mainline length of 4.07 miles (21,500 linear feet), approximately 6,000 linear feet of ramps and 3,000 linear feet extension to Binion Road
- 12 bridge widening, including West Orange Trail Bridge, McCormick Road Bridge, Ocoee Apopka Road Bridge, SR 414 Bridge, and SB Exit Ramp Bridge to SR 414
- Signs and ITS poles
- Permanent retaining walls, Temporary Critical walls and Sound walls
- Roadway and Ramp widening
- Stormwater management pond modifications with project right of way
- Milling and resurfacing along the entire project limits.

Nadic scope of services is to perform geotechnical services for roadway widening only.

Geotechnical Project Approach:
The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Orange County Soil Survey, published Geological Surveys and bulletins and any other pertinent information that could be provided by the Central Florida Expressway Authority (CFX), including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration and project construction.

The field-testing program will include Standard Penetration Test (SPT) borings, auger borings and muck probing where necessary. **Nadic** will stake the borings and obtain utility clearance prior to field exploration. Laboratory testing will be completed on selected soil samples in accordance with ASTM Standards and the project scope of services and will include organic and moisture content testing, sieve analysis, and Atterberg limit testing.

Field reconnaissance trips have been conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program. Based on the reconnaissance performed, MOT is a major issue and public safety will be the first consideration. CFX and FDOT policies will be strictly enforced to insure public safety and compliance with the CFX and FDOT MOT procedures. If possible, our field work efforts will be conducted during off peak hours to minimize disturbance to motorists.

Our services for this project will consist of providing geotechnical engineering in general accordance with the Florida Department of Transportation (FDOT) and CFX requirements. **Nadic's** services will include field exploration, analysis evaluation, and development of engineering recommendations. This includes the following:

1. Coordination with Design Project Manager.
2. Coordination of boring locations, including field reconnaissance, mark boring locations at the site. Coordinate utility clearance and meetings with utility locators.
3. Obtain the necessary local permit for MOT and drilling.
4. Mobilization of truck and track mounted drill rig and men.
5. Perform field exploration for 510 roadway borings. For inside mainline widening, boring spacing is every 200 linear feet and one (1) boring per station for outside embankment widening.
6. Provide maintenance of Traffic (MOT) during the drilling operations.
7. Obtain eight bulk samples for limerock bearing ratio (LBR) tests
8. Perform muck probing, where appropriate
9. Visually examine all recovered soil samples and perform laboratory tests on selected representative soil samples. The laboratory testing will include sieve analysis, Atterberg limits, organic content, natural moisture content, and corrosion series test determinations, as appropriate.
10. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables. Existing groundwater will be obtained after sufficient time has elapsed for water table to stabilize and the estimated seasonal high groundwater will be based on the encountered soil stratigraphy, groundwater levels, USDA/NRCS information, review of rainfall data, review of roadway plans if available, and past experience with similar soil conditions.

11. Incorporate the results of the field testing in a formal geotechnical report.

The results of the field exploration and laboratory tests will be used in performing engineering evaluations and developing recommendations for design and construction of the final engineering design for the proposed Buck Road Bridge Replacement. Final reports including geotechnical design parameters and recommendations will be submitted per the requirements of the Scope of Services. Final report will incorporate results of the geotechnical information provided by Orange County Public Works Department on preliminary report prepared for this project as well as any additional field or laboratory test results and any special provisions for the contract plans.

Cost Estimate:
In accordance with the proposed scope of services and unit prices we estimate the total cost of our services based on total work effort and total staff hours to be **$238,747.33.**

In accordance with CFX policy, we will not exceed the amount above without authorization from you. Our price will adhere to the attached fee schedule and remain under the authorized upset limit.

We sincerely appreciate the opportunity of submitting this fee proposal, and look forward to working with you, M&N and CFX once again. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

NADIC ENGINEERING SERVICES, INC.

Godwin N. Nnadi, Ph.D., P. E.
Principal Engineer

Z:\Roadway\GNnadi\CFX\SR429_West Rod-SR 414_PR. Geo.Re19024

Attachment:
FDOT Spreadsheet: Work effort and Staff Hour - Geotechnical
Attachment A – Computation of Geotechnical Cost – Roadway

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MOFFATT & NICHOL, INC.

SR 429 WIDENING FROM WEST ROAD TO SR 414

CONTRACT NO. 001396, PROJECT 429-153

CONTRACT DATE: MARCH 14, 2019
CONTRACT AMOUNT: $5,160,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

SR 429 WIDENING FROM WEST ROAD TO SR 414

DESIGN SERVICES

CONTRACT NO. 001396
PROJECT 429-153

MARCH 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project 429-153
Contract No. 001396

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Project 429-153
Contract No. 001396

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 14th day of March 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Moffatt & Nichol, 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 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR429 Widening from West Rd. to SR 414 identified as Project No. 429-153 and Contract No. 001396.

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.

Project 429-153
Contract No. 001396

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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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

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

The approved subconsultants are:

BASE Consultants, Inc. (Class I)
Environmental Science Associates (Class I)
Maser Consulting P.A. (Class I)
Ardaman & Associates, Inc. (Class II)
Page One Consultants, Inc. (Class II)
DRMP, Inc. (Class I)
EPG Engineering (Class I)
WBQ Design & Engineering, Inc. (Class I)
Maser Consulting P.A. (Survey) (Class II)

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $5,160,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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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 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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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.

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8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

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14.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

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the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

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21.4. been engaged in business operations in Cuba or Syria; or
21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

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

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disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

24.0. GOVERNING LAW AND VENUE

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

25.0. NOTICE

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

To CFX:

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

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

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Attn: General Counsel

To CONSULTANT: Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Bill Terwilleger, P.E.

Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Darrell Nance, P.E.

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or

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provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

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

31.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2019.

MOFFAT & NICHOL, INC.

BY:_____
Authorized Signature

Print Name: ERIC NICHOL

Title: PRESIDENT / CEO

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Aneth Williams

Effective Date: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

'19 APR 1 PM 4:54

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 429 WIDENING FROM
West Road to SR 414

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

February 25, 2019

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

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

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40' median with median barrier). All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

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

1.4 Organization

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

1.5 Term of Agreement for Design Services

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

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

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.

2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Design Manual, latest edition, shall be used for this project.

4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	

	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 326+50 +/-) to north of the SR 429 bridge over the SB exit ramp to SR 414 (Station 540+00). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:

1. Horizontal sight distance and outside widening through first horizontal curve
2. Potential tier wall along Golf Course for flattening slopes
3. Possible redesign of the interchange at CR 437A, including replace existing bridges
4. MSE walls at McCormick Road, settlement issues, pipe inspection
5. Concrete pavement widening at Toll Plaza
6. McCormick Road bridge constraint due to 69KV line
7. Pavement analysis
8. Expressway Median treatment
9. Hydroplane analysis
10. Lane Drop Analysis at SR 429 and SR 414 Interchange
    a. Provide alternative analysis for the mainline and ramp connections at the SR 414 interchange detailing the operational results of a No-Build and Build scenarios using comparative analysis. The Build scenario includes carrying a lane drop thru the SR 414 interchange. The No-Build and Build scenarios will be tested in an existing year, an interim year, and a horizon year. The specific existing, interim, and horizon years shall be determined in discussions with CFX staff.
    b. If the existing, interim, and horizon years for the lane drop analysis are determined to be different from the years provided by CFX, M&N will perform a straight-line interpolation between the available years to produce the traffic for the target years. If any targeted year is outside of the traffic years provided by CFX, M&N will reduce or grow the traffic from the provided year by 2 percent per year to the targeted year.
    All Daily traffic (AADT) provided, or interpolated, shall be converted to peak hour volumes using peak hour factors derived from provided counts, or using factors recommended by CFX staff.
    c. Traffic entering and exiting the mainline using the SR 414 interchange will be assigned using existing count percentages. M&N will review current travel demand model future runs to determine if land use adjacent to the SR 414 interchange requires the split of traffic entering and exiting the mainline to be adjusted.

Any assumption that changes the future percentages of entering and exiting traffic from the interchange will be documented.

d. M&N will develop a No-Build traffic operations model in Synchro. The limits of the model shall include the on and off ramps to SR 414 to the north, and the on and off ramps on the north side of Ocoee Apopka Road to the south. The model shall include all ramps at the SR 414 interchange, and part of SR 414. The No-Build existing year model shall be calibrated using field observations of existing queuing and operations.

e. After the No-Build existing year model is deemed to provide a reasonable base for analysis, a Build model shall be produced by utilizing the No-build model and performing editing to create the Build scenario. Both models will be updated for the future years by updating the traffic based on the future years traffic forecast. Because the improvement being tested in the Build scenario will not induce traffic demand, or change the travel route, both the No-Build and the Build models shall utilize the same traffic forecasts and the same entering and exiting traffic assignments.

f. M&N will output Measures of Effectiveness (MOEs) from the No-Build and Build models for preforming comparative analysis. The MOEs will be documented for each scenario, for each year, and the differences shall be noted.

   The comparative analysis shall include a matrix of MOEs by scenario and year that highlights the differences in performance. A narrative will also be provided that details the operations indicated from the Synchro traffic simulation runs.

g. M&N will prepare a traffic operations analysis technical memorandum including the results of microscopic simulation analyses. The memorandum will include all traffic, assumptions, and traffic assignments. The memorandum will include traffic figures showing the daily and peak hour traffic utilized for the Build and No-Build scenarios for the existing, interim, and future years. A digital copy of the Draft Technical Memorandum will be prepared for CFX staff to review and revised based on any comments provided. The comments provided by CFX staff on the Draft Technical Memorandum will be addressed in the Final Technical Memorandum.

4.4 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

1. Bench marks are included on control points

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.

2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.

4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.

5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

6. Water Retention Areas/Floodplain Compensation Ponds –survey data to create complete DTM. Location of all existing features on site. Estimated number of ponds = 2.

7. Line cutting and work zone safety as necessary to complete the above scope items.

F. Drainage Survey

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

G. Underground Utilities

1. Quality Level B Designating: Provide Utility Designates at

   a. SR 429 Mainline - 5.4 miles x 1 utilities = 5.4 miles of DES
   b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
   c. Designating efforts include all other utilities except the CFX designated facilities
   d. S Binion Rd - .1-mile x 2 utilities = .2 miles of DES
   e. Maitland Blvd Ext. - 2.33-mile x 1 utilities = 2.33 miles of DES
   f. Harmon Rd - .21-mile x 4 utilities = .84 miles of DES
   g. Ocoee Apopka Rd - .35-mile x 4 utilities = 1.40 miles of DES
   h. W McCormick Rd - .13-mile x 5 utilities = .65 mile of DES
   i. W Orange Trail - .06-mile x 2 utilities = .12 mile of DES
   j. Clarcona Ocoee Rd - .14-mile x 5 utilities = .70 mile of DES

2. Locates for verification of QLB and non-tonables : Total Test Hole Bank:70

   a. - Cross Streets/Interchange - 1 cross section per cross street (22 utilities) = 22 THs
   b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 26

3. Quality Level A Locating - Total Test Hole Bank: 230

   a. SR 429 Mainline: 10 - Overhead Truss Signs (100THs), 8 - Overhead Cantilever Signs (40THs), 14 - Multi-post Signs (56THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), 4 - Misc. Drainage Structures (4THs)
   b. Ocoee Apopka Rd: 6 - Signal Mast Arms (30THs)
   c. Noise Wall, MSE Wall, Miscellaneous locating (20THs)

4. Survey

   a. Stake all proposed sign, signal, and structure locations prior to QLA locating
   b. Map all utility designates and locates (including FON and electrical lighting marked by CFX)

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

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

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

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

4.5 Geotechnical Investigation

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

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

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary

laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

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

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

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

C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.

D. Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.

4.8 Borrow Pits

A. The Consultant's geotechnical investigation may include the investigation

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

4.9 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

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

12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. FDEP permit modifications for SR 429 and SR 414 permits for stormwater criteria associated with additional impervious surfaces. No USACE permitting anticipated.

14. Species-specific survey for gopher tortoise (burrows likely along the outer ROW perimeter and within dry ponds

15. USFWS coordination to obtain concurrence that sand skink surveys are not warranted in previously disturbed/maintained grass ROW.

16. Pre-application meeting with FDEP

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.

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

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

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

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

4.13 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the

alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge Widening designs will be provided for widening of the following bridges:

   a. W. Orange Trail SB – inside widening
   b. W. Orange Trail NB – inside widening
   c. McCormick Road SB – inside widening
   d. McCormick Road NB – inside widening
   e. Ocoee Apopka Road SB – inside widening or Bridge Replacement
   f. Ocoee Apopka Road NB – inside widening or Bridge Replacement
   g. Harmon Road SB – inside & outside widening
   h. Harmon Road NB – inside widening
   i. SB exit ramp to SR 414SB – inside widening
   j. SB exit ramp to SR 414NB – inside widening

2. Retaining walls (may vary based on final design limits)

   a. Permanent MSE walls:
      i. Wall extension at Ocoee Apopka Road SB, south abutment – approximately 100 LF
      ii. Wall extension at Ocoee Apopka Road SB, north abutment – approximately 100 LF
      iii. Wall extension at Ocoee Apopka Road NB, south abutment – approximately 100 LF
      iv. Wall extension at Ocoee Apopka Road NB, north abutment – approximately 100 LF
   b. Critical Temporary Walls
      i. Wall for construction of Ocoee Apopka Road Bridge replacement (4 total)

3. Box Culverts – Raise head wall of conspan structure

4. Approach slabs for bridge widenings

5. Summary quantity tables

6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.

7. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.

8. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.

   a. 8 Overhead Cantilever Sign Structures
   b. 7 full trusses (static + 1-line DMS) analyze for new panels/new loading and 1 replacement truss and 1 midspan DMS
   c. Two signal structures are anticipated.
   d. Three CCTV poles

9. Structural design of sound walls. 4000 LF

10. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review andapproval.

C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

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

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.

2. Finalize the pond design at the 30% submittal. Modify 13 existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for 13 existing ponds. Modify outfall control structures for 6-lane configuration for 13 existing pond structures.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments

at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

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

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover sheet (key sheet)

2. Tabulation of Quantities

3. General notes

4. Pole data and Legend sheet

5. Project Layout sheet

6. Plans sheets (plans at 1" =50' scale)

7. Service point detail

8. Special Details

D. Lighting Justification Report is not required

E. Lighting design analysis report

F. SR 429 Proposed roadway lighting design limits: West Road (approximate Sta 325+00) to north of SR 414 (approximate Sta 540+00)

G. Lighting approach: Retrofit existing conventional HPS lighting system with conventional LED fixtures within the defined lighting limits. Replace existing conventional lighting system where spacing does not accommodate widening at West Road realignment and Ramp Gores. Retrofit existing conventional light poles to remain/relocate with LED fixtures. Add lighting system along SR 429 in 0.5-mile gap between McCormick Road and CR 437A interchange lighting. Replace existing load centers.

H. Design to accommodate the proposed 6-lane typical section (includes full inside and outside shoulders).

I. Underdeck lighting at all impacted bridge sites. No remote drivers anticipated since no work over high volume roads.

J. Sign lighting within project signing limits.

4.16 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1" =50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic

signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

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

D. The following existing structures will be impacted by the widening and need to be replaced; six (6) cantilevers, three (2) span trusses (one full and one-half span), two (2) bridge mount, and twelve (12) multi-post sign structures.

4.18 Signalization Plans

A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

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

C. SR 429 NB off-ramp @ CR 437A

1. 1 mast arm replacement and re-looping for new dual left turn lanes on CR 437A

2. Fiber interconnect replacement due to new bridge impacts

D. SR 429 SB off-ramp @ CR 437A

1. 1 mast arm replacement and re-looping for new dual left turn lanes

on CR 437A

2. Fiber interconnect replacement due to new bridge impacts

4.19 Right-of-Way Surveys

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

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

2. Fiber optic network (FON) plans shall include the following:

a. Roadway geometry
b. Rights-of-Way
c. Existing utilities within the right-of-way including CFX's FON
d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
e. Manhole/Pull box locations and stub-out details (standard details provided)
f. Device layout
g. Device installation details
h. Conduit installation details (standard details provided)
i. Fiber optic cable route marker detail (standard details provided)

j. Fiber count per conduit
k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Fiber cable splice details for new or relocated fiber optic cabling.
n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
p. Grounding
q. Table of quantities
r. Special notes
s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
u. Relocation/replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
v. Relocation/replacement/upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
w. Relocation/ replacement of existing dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction.
x. Relocation/ replacement/upgrade of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
y. Wrong-Way Detection RRFBs for SR 429 off-ramps to CR 437A road are to remain as-is.
z. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.

aa. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.

3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments.
b. Minimize traffic impact.
c. Accessibility and ease of equipment maintenance.
d. Safety of equipment maintenance personnel and the traveling public.
e. Maintain the existing FON system through all phases of construction.
f. Environmental conditions.
g. Concurrent/future CFX projects.
h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
j. Location of proposed sound walls

Summary of Assumed FON Impacts	
FON Backbone	**Notes**
SR 429 NB: FOMH-429-28.4A-NB to FOMH-429-29.8-NB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 SB: FOMH-429-28.4-SB to FOMH-429-29.8-SB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 NB: FOMH-429-26.7-NB to FOMH-429-27.1-NB	Outside widening through the horizontal curve near West Rd
FON Drops/Laterals	**Notes**
Multiple locations along SR 429 NB/ SB	Cut/fill grade changes or wall construction along the outside roadway embankments

Summary of Assumed Device Impacts	
3-Line Walk-in DMS Sites	**Notes**
DMS-429-28.2-NB	To be relocated to new structure due to inside widening impacting existing structure
2-Line Toll DMS Sites	**Notes**
DMS-429-26.9-NB	To be relocated to new structure due to outside widening impacting existing structure near West Rd

DMS-429-27.5-NB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-27.9-SB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-28.3-SB	To be relocated about existing structure due to additional thru lane created by widening
CCTV Sites	**Notes**
CCTV-429-26.6-SB	To remain as-is
CCTV-429-26.9-NB	To be replaced due to outside widening near West Rd
CCTV-429-27.4-NB	To remain as-is
CCTV-429-27.5-SB	To remain as-is
CCTV-429-28.0-SB	To remain as-is
CCTV-429-28.2-SB	To remain as-is
CCTV-429-28.4-NB	To remain as-is
CCTV-429-29.0-NB	To be replaced due to bridge replacement at CR 437A
CCTV-429-28.8-SB	To remain as-is
CCTV-429-30.0-NB	To remain as-is
CCTV-429-30.3-SB	To remain as-is
CCTV/TMS Sites	**Notes**
CCTV/TMS-429-26.8-NB	To be replaced due to outside widening near West Rd
TMS Sites	**Notes**
TMS-429-27.9-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-28.7-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.5-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.8-SB	To be adjusted/modified due to additional thru lane created by widening

TMS-429-29.8A-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-30.0-NB	To be adjusted/modified due to additional thru lane created by widening
DCS Sites	**Notes**
DCS-429-26.9-SB	To be replaced due to outside widening impacting existing structure near West Rd
DCS-429-28.7-NB	To be upgraded due to additional thru lane created by widening
DCS-429-29.7-SB	To be upgraded due to additional thru lane created by widening
DCS-429-30.0-NB	To be upgraded due to additional thru lane created by widening
Wrong-way Detection Sites	**Notes**
WWD-429-28.8-NB	To remain as-is
WWD-429-29.0-SB	To remain as-is
Load Center Sites	**Notes**
ESM-429-26.9-SB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-26.9-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-27.7-SB	To remain as-is
ESM-429-28.0-SB	To remain as-is
ESM-429-28.2-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-28.2-SB	To remain as-is
ESM-429-29.0-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-29.8-NB	To remain as-is
ESM-429-30.3-SB	To remain as-is

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for

re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

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

4.23 Toll Plazas

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

4.24 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental

Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material

presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.3 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and

answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX to provide proposed sound wall locations.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work

progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations

corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.
7. Geotechnical report.
8. Hydraulics Report for each bridged stream crossing.
9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction

process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

   a. Location map shown complete with destinations, ranges and townships.
   b. Beginning and ending stations shown.
   c. Any equations on project shown.
   d. Project numbers and title shown.
   e. Index shown.

2. Drainage Map Prepared

   a. Existing culvert sizes and elevations.
   b. Horizontal alignment shown.
   c. Drainage areas and flow arrows shown.
   d. High water information shown.
   e. Beginning and end stations shown along with any equations on project.
   f. Interchange supplemental maps prepared.

3. Typical Section Sheets

   a. Ramp typical sections developed.
   b. Pavement structure shown.
   c. Special details developed.
   d. General notes shown.

4. Plan and Profile Sheets

   a. Centerline plotted.

b. Reference points and bench marks shown.
c. Existing topography.
d. Base line of surveys, curve data, bearings, etc. shown.
e. Beginning and end stations (project and construction).
f. Geometric dimensions.
g. Proposed and existing limited access right-of-way lines.
h. Existing ground line.
i. Proposed profile grade.
j. Type, size and horizontal location of existing utilities.
k. Drainage structures and numbers are shown
l. Drainage ponds are shown.

5. Cross Sections

a. Existing ground line.
b. Preliminary templates at critical locations (not to exceed 500 feet).
c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a. Striping layout.
b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

a. Project description and number shown.

b. Equations, exceptions and bridge stations shown.
c. North arrow and scale included.
d. Consultant and CFX sign-offincluded.
e. Contract set index complete.
f. Index of sheets updated.

2. Drainage Maps

a. Flood data shown.
b. Cross drains and storm sewer shown.
c. Bridges shown with beginning and ending stations.
d. Interchange supplemental sheets updated.

3. Typical Section Sheets

a. All required typical sections are included.
b. Limited access right-of-way lines are shown.
c. Design speed and traffic are shown.
d. Special details have been completed.
e. Station limits of each typical section are shown.

4. Plan and Profile Sheets

a. Match lines shown.
b. Limited access right-of-way lines shown.
c. Stations and offset shown for all fence corners and angles.
d. All work shown should be within right-of-way or proposed easement.
e. Drainage structures and numbers are shown.
f. Drainage ponds shown.
g. Curve data and superelevation included.
h. Pavement edges, shoulders and dimensions shown.
i. Project and construction limits shown.
j. Bridges shown with beginning and ending stations.
k. General Notes.

5. Drainage Structures

a. Drainage structures plotted and numbered.
b. Station location and offsets identified.

6. Cross Sections

a. Templates are shown at all stations.
b. Limited access right-of-way lines are shown.
c. Cross section pattern sheet included.
d. Miscellaneous notes included.
e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a. Geometric data shown.
b. Profiles finalized.
c. Coordinate data shown.
d. Limited access right-of-way lines shown.
e. Curve data shown.
f. Bearings and bridges shown.
g. Cross roads, frontage roads, and access roads shown.
h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

a. Length of Project with exceptions shown.
b. Index of sheets updated.

2. Drainage Maps

a. Drainage divides, areas and flow arrows shown.
b. Elevation datum and design high water information shown.
c. Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.

b. Limits of side road construction.
c. Angle and stationing for intersections.
d. Treatment for non-standard superelevation transitions diagramed.
e. General notes shown.
f. Special ditches profiled.

5. Drainage Structures

a. Existing structures requiring modifications are shown.
b. Existing and proposed utilities are shown.

6. Soil Borings

a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a. Scale and special ditch grades shown.
b. Utilities plotted.
c. Sub-excavation shown.
d. Volumes computed and shown.

8. Utility Relocation Plans

a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

CONSENT AGENDA ITEM
#10

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 22, 2024

SUBJECT: Approval of Supplemental Agreement No. 5 with HDR Engineering, Inc. for Design Services for SR 516 Lake/Orange Expressway – Segment 1
Project No. 516-236, Contract No. 001670

Board approval of Supplemental Agreement No. 5 with HDR Engineering, Inc. for a not-to-exceed amount of $1,939,152.08 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional work that is required to incorporate design changes.

Original Contract	$6,200,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 337,982.63
Supplemental Agreement No. 3	$ 0.00
Supplemental Agreement No. 4	$1,219,175.79
Supplemental Agreement No. 5	$1,939,152.08
Total	$9,696,310.50

This contract is included in the Five-Year Work Plan.

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this _____ day of_____, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of HDR ENGINEERING, INC., a Nebraska corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 4, 2022, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 9, 2022, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 28, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated April 13, 2023 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 13, 2024, letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $666,108.30 to $5,056,525.61.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $4,389.94.
    c. The Subcontract Items are adjusted upward by $1,273,043.78 to $4,635,394.95 as follows:

• BPA	$7,846.20
• FBT	$711,111.13
• TEDS	$30,185.29
• Tierra	$407,013.00
• WBQ	$58,245.90
• Transtec	$58,642.26

d. The Allowance remains unchanged at $0.00.

e. The Total Maximum Limiting Amount is adjusted upward by $1,939,152.08 to $9,696,310.50.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
By: _____
Print Name: _____
Title: _____

HDR ENGINEERING, INC.
By: _____
Print Name: _____
Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.
By: _____
Print Name: _____
Title: _____

EXHIBIT "A"

Dewberry

MEMORANDUM

Date: February 13, 2024

To: Jamison Edwards, PE CFX Engineering Project Manager

From: R. Keith Jackson, PE, Dewberry PM

Subject: SR 516 (Lake-Orange Expressway) Segment 1 Contract 001670
CFX Project No. 516-236
Supplemental Agreement #5

Comments:

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated February 13, 2024, for Supplemental Agreement #5 (SA #5 for CFX Project No. 516-236). This requested work authorization is for additional designed associated with the following:

- Extend SR 516 bridges over Sawgrass Lake
- Extend Lake County trail bridge over Sawgrass Lake
- Permit revisions due to sovereign submerged lands
- Wildlife Crossing rendering
- Additional coordination with AT&T and Duke to finalized relocations
- Additional coordination with ASPIRE and ENRX related to the Dynamic Wireless Power Transfer (DWPT)
- R/W maps and legal revisions due to on-going coordination with property owners

The SA #5 is attached, and costs are detailed below:

$ 648,287.42	HDR
$ 17,820.88	HDR - Additional Authorization
$ 1,246,361.80	Subconsultants
$ 26,681.98	Subconsultants - Additional Authorization
$ 1,939,152.08	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of $1,939,152.08.

Should you have questions or need additional information, please call me at 321.354.9687.

Cc (w/attachments):

Laura Kline, Dewberry
File

February 13, 2024

Dewberry
ATTN: Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Edwards, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement 05. This supplemental agreement is for the additional work that is required to incorporate the following design changes:

- Extended bridge along SR 516 over Sawgrass Lake.
- Extended Lake County trail bridge over Sawgrass Lake.
- Revision to the plans and permit documents based on the Sovereign Submerged Lands limits and determination.
- Coordination with AT&T and Duke Transmission to finalize utility relocation approach.
- Develop rendering of the proposed wildlife crossing under US 27.
- Additional coordination with ASPIRE and ENRX related to the Dynamic Wireless Power Transfer (DWPT).
- Revisions to the right of way maps and legal documents based on-going coordination with the property owners.

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely,
HDR Engineering, Inc.

Steven Waterston
Project Manager

CFX 516-236 Lake-Orange Expressway Segment 1

Supplemental Agreement 5 - Scope of Services

1. GENERAL

1.5 Term of Agreement for Design Services

A. The term of the Agreement for design services shall be extended an additional twenty-six (26) months from the notice to proceed date of September 15, 2020.

4. WORK TO BE PERFORMED BY CONSULTANT

The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required under this Scope of Services includes preparation of final construction drawings to revise the typical section along SR 516 to include a bridge over Sawgrass Lake, including the Lake County trail; work with AT&T and Duke Transmission to final utility relocation approach; develop a rendering of the proposed wildlife crossing

B. Major elements of work included in this Supplement Agreement are:
   1. Obtain additional survey within Lake Louisa State Park for fire break/access road relocation
   2. Update Sketches, Legals and/or Right of Way lines for relocated trail.
   3. Perform additional geotechnical investigations for revised bridges
   4. Develop final pavement design details and construction specifications for the Dynamic Wireless Power Transfer section of the project.
   5. Provide technical assistance to ASPIRE, UTEP, and ENRX to support their analysis of the proposed pavement section.
   6. Update permit documents to reflect revised bridge over Sawgrass Lake Wetland
   7. Support Client with obtaining project permits
   8. Coordinate with UAOs to develop relocation plan and schedule.
   9. Revise the horizontal and vertical geometry to accommodate a bridge over the Sawgrass Lake wetland area.
   10. Revise bridge (SR 516 and Lake County trail), drainage, lighting, signing and pavement marking, and FON to reflect revised bridge limits.

C. The following work is included in this Supplement Agreement; however, approval is required from CFX prior to staring these activities. The individual task associated with this work is list under the “Optional Services” heading below.
   a. Revise the proposed improvement for Frank Jarrell and the access roads.
   b. Realign the fire access road with the state park at the proposed wildlife crossing
   c. Develop a grading plan to provide assign to the bottom of the crossing.
   d. Update Sketches, Legals and/or Right of Way lines for State Park, Sovereign Submerge Lands, Frank Jarrell Rd and access roads.
   e. On-site field review for DWTP test section at the EVR

4.2 Governmental Agencies

A. The Consultant shall modify the scope of work to include support the client coordination with the local agencies

4.4 Surveys and Mapping

A. The Consultant shall modify the scope of work to include the following:
    1. Additional survey within the state park for the revised access road at the wildlife crossing
    2. Update Right of Way lines, Parcel sketches and Legal Descriptions due to the relocation of the trail closer to the SR 516 bridge.

    Optional Services:

    3. Sketch and Legals for easement with the State Park for the Wildlife crossing
    4. Sketch and Legal descriptions for the Sovereign Submerge Lands (SSL) easement
    5. Update Right of Way lines, Parcel sketches and Legal Descriptions due to the removal of Frank Jarrell Road and the associated access roads.

    Hours: Up to 40 hrs. to revise Right of Way Mapping.

4.5 Geotechnical Investigation

A. The Consultant shall modify the scope of work to include the following:
    1. Perform additional geotechnical investigation to support the design of the revised bridge structures, trail bridge and associated temporary crane trestle through Sawgrass Lake.
    2. Perform additional geotechnical analysis for the relocation of the sheet pile wall in the NE quadrant of the interchange to support the wider utility corridor.

4.7 Pavement Design

A. The Consultant shall modify the scope of work, associated with the design details and construction specifications for the Dynamic Wireless Power Transfer (DWPT) section, with the following items:
    1. Precast Panel Design Details
        a. Develop reinforcement requirements for precast panels to account for lifting/handing, temperature, and shrinkage.
        b. Develop additional details required for precast panel construction, including but not limited to: reinforcement to tie precast panels to cast-in-place overlay and adjacent pavement; lifting anchorage; underslab grouting; etc.
        c. Collaboration with ASPIRE/ENRX to develop and/or review additional precast panel details to accommodate the DWPT system.
    2. Precast Panel Modelling and Instrumentation
        a. Provide technical assistance to ASPIRE/UTEP in the development of a finite element model to analyze performance of proposed precast pavement and overlay section under traffic loading.
        b. Assist ASPIRE/UTEP with development on an instrumentation plan for validating the finite element modelling.
    3. Construction Specification

a. Develop specification for fabrication of precast panels, including but not limited to: requirements for concrete mixture; tolerances; formwork; finishing; curing; lifting/handing; etc.
b. Develop specification for installation of precast panels on site, including but not limited to: requirements for trial installations; asphalt base surface tolerances; precast panel placement and elevation adjustment; underslab grouting; preparation for overlay placement; etc.

4. Field Demonstration of Test Panels
    a. Meet with precast concrete supplier(s) to review design details and revise as necessary.
    b. Review shop drawings developed by precast concrete supplier prior to test panel fabrication.
5. Meetings
    a. Participate in regular progress meetings with CFX and ASPIRE/ENRX.

Optional Services:

6. On-site field review of initial test panels.
    a. Travel to panel fabrication/test section location after completion of test panels.
    b. Travel to ERV installation at Utah State University to meet with team during installation of the DWPT system.
    c. Provide feedback to CFX and precast supplier based on observations during field review.

Hours: Up to 62 hrs. for field meeting and travel

4.9 Environmental Permits

A. The Consultant shall modify the scope of work to include the following:
    1. Revise the permitting documentation to include the revised bridge limit and updated wetland impacts
    2. Update the permit drawings to show the revised impact. This includes updating the dredge and fill sketches based on RAIs comments
    3. Develop responses to two (2) RAI from the permitting agencies for a total of three (3) RAIs.

4.10 Utilities

A. The Consultant shall modify the scope of work to include the following:
    1. Perform additional utility contact and coordination efforts with ATT&T, Duke Transmission and Sunshine Inc. to finalize their relocation approach on the east side of US 27.
    2. Update the roadway design to include a “utility corridor” on the east side of US 27 to accommodate the UAO relocations.
    3. Develop a TTCP phasing approach to include a preliminary phase for the construction of the utility corridor.
    4. Review the UWS by the UAOs to determine who the relocation schedules input the overall construction schedule.

4.11 Roadway Design

A. The Consultant shall modify the scope of work to include the following:

1. Update the typical sections to reflect a bridge over Sawgrass Lake.
2. Revise the horizontal and vertical geometry along SR 516 through Sawgrass Lake to reflect an extended bridge section. The geometry along the ramps is also impacted by the revisions and will be updated accordingly.
3. Update the design along US 27 to include a wider utility corridor on the east side of US 27. This revision requires the relocations of the proposed sheet pile wall in the NE quadrant of the interchange to be closer to the proposed Limited Access Right of Way Line.
4. Revise the Lake County trail design to include a bridge over Sawgrass Lake. The trail will be relocated closer to the SR 516 mainline to simplify construction.
5. The design elements to be updated along SR 516, US 27 and the trail shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, cross slopes, side slopes, accommodation for utilities and sheet pile wall alignment and limits.
6. The construction drawing elements to be updated shall include, but not be limited to:
    a. Cover Sheet
    b. Summary of Pay Items
    c. Summary of Quantities
    d. Typical roadway sections
    e. Typical roadway details
    f. Plans and profiles (plans at 1” =50’ scale)
    g. Cross-sections (with pattern plan) (1” = 20’ horiz.) (1” = 5’ vert.)
    h. Quantities
    i. Traffic Control Sheets
    j. Utility Adjustment Sheets
    k. Special specifications (for UAO relocations milestones)

Optional Services:

7. Revise the design to incorporate revisions to Frank Jarrell Road and the proposed access roads based on the wildlife crossings and the coordination with SECO regarding the proposed substation.

Hours: Up to 45 hrs. to modify or remove the improvements.

4.12 Structures Design

A. The Consultant shall modify the scope of work to include the following:
    1. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
        a. Bridge Concept Memorandum update for the revised Sawgrass Wetland bridge crossing (extended mainline and trail bridge)
        b. Redesign/relocate SPW8 to accommodate Duke electric
        c. Wildlife Crossing Bridge Concept Memorandum (Culvert Report)
        d. Wildlife Crossing temporary critical walls
        e. Special details of aesthetic concrete column for OC-6
        f. Revised SR 516 mainline bridge over Sawgrass Wetland area
        g. Revised Lake County Trail bridge over Sawgrass Wetland area
        h. Revised retaining walls for the bridges

i. Additional construction details for the inclusion of drainage, lighting and ITS on the bridge structures
j. Update summary of quantities

4.13 Drainage Design

A. The Consultant shall modify the scope of work to include the following:
1. Revise the stormwater management approach for SR 516 based on the revised horizontal and vertical geometry due to the bridge over Sawgrass Lake.
2. Revise the stormwater management approach for the Lake County trail based on the revised bridge limits.
3. Update pond design on both sides of Sawgrass Lake to accommodate additional runoff conveyed to the ponds and to eliminate grading within the SSL
4. Continuing assistances with permitting activities as needed based on reduced impacts.
5. Revise design elements and construction drawings to include the additional drainage elements required, including, but not necessarily limited to:
a. Stormwater pipes
b. Drainage structure details
c. Storm drain and culvert profiles and/or drainage cross-sections
d. Lateral ditches/channels
e. Outfall ditches/channels
f. Retention/detention ponds/exfiltration system
g. Quantities

4.14 Roadway Lighting

A. The consultant shall modify the scope of work to include the following:
1. Revise lighting design to accommodate the revised SR 516 mainline and Lake County trail bridges
2. Review the impacts to the lighting design based on Duke Transmissions proposed relocation plans and update the plans accordingly.
3. Revise contract documents to include the additional or revised lighting elements required, including, but not limited to:
a. General Notes
b. Pay Item Notes
c. Pole Data Sheets
d. Plan Sheets
e. Lighting Details
f. Quantities

4.16 Signing and Pavement Marking Plans

A. The Consultant shall modify the scope of work to include the following:
1. Revise Signing and Pavement Marking design to accommodate the revised SR 516 mainline and Lake County trail bridges.
2. Review the overhead sign design and cross section to reflect the revised SR 516 bridge limits.
3. Revise contract documents to include the additional or revised signing and pavement marking elements required, including, but not limited to:
a. General Notes

b. Pay Item Notes
c. Plan Sheets
d. Overhead Sign Details and Cross Sections
e. Quantities

Optional Services:

4. Update the Signing and Pavement Marking plans to reflect the proposed improvements along Frank Jarrell Road and the access roads.

Hours: Up to 27 hrs. to modify or remove improvements

4.20 Right of Way Maps

A. The Consultant shall modify the scope of work to include the following:
   1. Revise right of way maps for revised bridge design (Parcels: 120A Part 1 and Part 2).
   2. Revise contract documents to include the additional or revised R/W elements required, including, but not limited to:
      a. R/W Map Cover Sheet
      b. R/W Map Key Sheet
      c. R/W Map Detail Sheet
      d. R/W Map Ownership Tables
      e. Parcel Sketches
      f. TIITF Sketches
      g. Legal Descriptions

Optional Services:

3. Revise right of way maps to reflect Frank Jarrell Rd Revision (Parcels: 112A, 112B,112C, 114A, 114B, 120A, 124).
4. Create new sketches and descriptions within State Park for proposed Wildlife Crossing and grading improvements.

Hours: Up to 40 hours to revise maps and sketch and descriptions

4.21 Cost Estimates

A. The Consultant shall modify the scope of work to include the following:
   1. Update the cost estimate to reflect revisions included in this scope of services.

4.22 Special Provisions and Specifications

A. The Consultant shall modify the scope of work as follows:
   1. Prepare special provisions, special specifications and technical special provisions for items, details and procedures related to UAO relocations and/or the revised bridge limits and SSL easement requirements.

4.23 Fiber Optic Network (FON)

A. The Consultant shall modify the scope of work as follows:
   1. Revise FON (ITS) design to accommodate the revised SR 516 mainline bridge.

2. Revise contract documents to include the additional or revised FON elements required, including, but not limited to:
    a. General Notes
    b. Pay Item Notes
    c. Plan Sheets
    d. FON Details
    e. Quantities

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 13TH day of April, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of HDR ENGINEERING, INC., a Nebraska corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 4, 2022, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 9, 2022, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 28, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 2, 2023 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $841,879.26 to $4,390,417.31.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $4,389.94.
    c. The Subcontract Items are adjusted upward by $439,193.63 to $3,362,351.17 as follows:

• BPA	$8,919.37
• FBT	$228,543.19
• TEDS	$33,736.94
• Tierra	$122,605.83
• WBQ	$45,388.30

d. The Allowance is adjusted downward by $61,897.10 to $0.00.

e. The Total Maximum Limiting Amount is adjusted upward by $1,219,175.79 to $7,757,158.42.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.05.08 15:14:31 -04'00'
Aneth Williams, Director of Procurement

HDR ENGINEERING, INC.

By: Katie E Duty
Print Name: Katie E Duty PE
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.05.05 16:18:19 -04'00'
Diego "Woody" Rodriguez
General Counsel

Contract No. 001670

Dewberry

MEMORANDUM

Date: February 10, 2023

To: Jamison Edwards, PE CFX Engineering Project Manager

From: R. Keith Jackson, PE, Dewberry PM

Subject: SR 516 (Lake-Orange Expressway) Segment 1 Contract 001670
CFX Project No. 516-236
Supplemental Agreement #4

Comments:

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated February 2, 2023, for Supplemental Agreement #4 (SA #4 for CFX Project No. 516-236). This requested work authorization is for additional design associated with the following:

- Lake County trail design and easement
- APSIRE In-Pavement Charging System
- Wildlife Crossing under US 27
- Bike lane bypass trail along west side of US 27
- Development of graphical renderings along SR 516

The SA #4 is attached, and costs are detailed below:

$ 841,879.26	HDR
$ 439,193.63	Subconsultants
$1,281,072.89	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of $1,281,072.89.

Should you have questions or need additional information, please call me at 321.354.9687.

Cc (w/attachments):

Laura Kline, Dewberry
File

Contract No. 001670

February 2, 2023

ATTN: Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Edwards, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement 04. This supplement agreement is for additional work that is required to incorporate the following design changes:

- Lake County trail design and easement
- APSIRE Wire Power Transferer System
- Wildlife Crossing under US 27
- Bike lane bypass trail along west side of US 27
- Development of graphical renderings along SR 516

Please note, the items above are due to on-going coordination with third parties. After approval of this SA, if any of the items list above is removed from the project, the fees remaining returned to CFX.

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely,
HDR Engineering, Inc.

Steven Waterston
Project Manager

CFX 516-236 - SR 516 (Lake-Orange Expressway) Segment 1 – Supplemental 4

4. WORK TO BE PERFORMED BY CONSULTANT

The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings for Lake County Trail corridor, infrastructure required for the ASPIRE In-Motion Wireless Charging system, a wildlife crossing under US 27 and a 10-foot wide trail for bicyclists to bypass the interchange on southbound US 27 and removal of SECO from the trail easement. The work also includes the development of a 3D rendering showing the trail, powerlines and potential landscaping along SR 516.

B. Major elements of the work included in this Supplemental Agreement are:

1. Develop horizontal and vertical geometry for a 14 foot wide paved trail from Segment 2 to US 27 on the north side of SR 516 within a 40 foot wide Right-of-Way outside the SR 516 LA R/W. The initial design included a 60 foot easement to accommodate the Lake County Trail and SECO Transmission Line. SECO subsequently pulled out of the easement, and which reduced the easement from 60 feet to 40 feet. Additional elements include drainage evaluation and design, permitting, signing and pavement markings, utility design and coordination, right-of-way mapping, geotechnical analysis and structural design.

2. Develop layout and details for cabinet and conduit locations for all equipment, excluding transformers, related to the ASPIRE system. Additionally, revisions to the roadway, ITS, Lighting and Signing design will be required to accommodate the ASPIRE equipment between the Sawgrass Wetland Bridge and Cook Road Bridge.

3. Develop the design of a 19.5 foot wide by 7 foot tall wildlife crossing under US 27 from the Lake Louisa State Park to the parcel on the east side of US 27.

4. Develop horizontal and vertical geometry for a 10 foot wide paved trail from north of Ramp C auxiliary lane to south of the Ramp B auxiliary lane on the west side of the US 27 corridor.

5. Develop graphical rendering of the Lake County Trail/Seco Easement for presentation to CFX Environmental Stewardship Committee.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of the interested agencies involved. These agencies may include but are not necessarily limited to the Florida Department of Transportation District 5, Florida Parks and Wildlife Service, Lake County, SECO, FDEP, US Army Corps of Engineers, and the St. Johns River Water Management District.

4.4 Surveys and Mapping

A. The Consultant shall modify the scope of work to include the following:

1. Additional mapping efforts required to establish the proposed trail and utility R/W corridor as well as mapping efforts for updated R/W limits for Frank Jarrell Road and pond locations revised for wildlife crossing.

2. Additional efforts to establish the trail baselines.

3. Additional efforts required in support of additional utility and geotech investigation for added elements described herein.

4. Update Right of Way lines, Parcel sketches and Legal Descriptions due to the removal of SECO from the easement.

4.5 Geotechnical Investigation

A. The Consultant shall modify the scope of work to include the following:

1. Perform a geotechnical investigation of the additional sheet pile and MSE walls within the trail corridor.

2. Temporary Critical Wall for Frank Jarrell Road traffic control phasing.

3. Perform geotechnical investigation to support the design of the structure for the wildlife crossing under US 27.

4. Perform additional geotechnical investigation for retaining walls required for the SB US 27 trail.

4.10 Utilities

A. The Consultant shall modify the scope of work to include the following:

1. Perform additional utility contact and coordination efforts for the SB US 27 trail and wildlife crossing.

2. Coordinate with SECO to provide corridor and for power requirements for ASPIRE.

4.11 Roadway Design

A. The Consultant shall modify the scope of work to include the following:

1. The Consultant shall prepare revised typical sections reflecting the updated proposed trail easement. Since the facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

2. The Consultant shall prepare revised typical sections showing the grading and roadway elements required to accommodate the ASPIRE infrastructure.

3. The Consultant shall design the geometrics for the proposed trail using the Lake County trail design standards. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, cross slopes, side slopes, accommodation for utilities and sheet pile wall alignment

4. The Consultant shall design horizontal and vertical geometrics for the proposed trail on the west side of US 27 to maintain bicycle traffic outside the interchange. Work also includes updating cross sections and utility plans to reflect the additional trail and retaining walls.

5. Incorporate final design and construction documents for the trails, wildlife crossing, utility improvements and ASPIRE infrastructure into the Roadway design and construction documents, including, but not necessarily limited to:

    a. Typical roadway sections
    b. Typical roadway details
    c. Plans and profiles (plans at 1" =50' scale)
    d. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
    e. Quantities
    f. Utility Adjustment Sheets

4.12 Structures Design

A. The Consultant shall modify the scope of work to include the following:

1. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

    a. Bridge Concept Memorandum for the trail Sawgrass Wetland bridge crossing
    b. Trail Bridge over Sawgrass Wetland Area
    c. Retaining walls, including Critical Temporary walls
    d. Box Culverts
    e. 25' Extension for existing culvert at Sta. 2348+48 (LT)
    f. New culvert for wildlife crossing at Sta. 2326+00
    g. Details
    h. Summary quantity tables

4.13 Drainage Design

A. The Consultant shall modify the scope of work to include the following:

1. Develop stormwater management for the Lake County trail corridor improvements, US 27 trail, wildlife crossing and ASPIRE infrastructure requirements.

2. Assist with permitting activities as needed based on additional impacts.

3. Revise contract documents to include the additional drainage elements required, including, but not necessarily limited to:

    a. Connector pipes
    b. Drainage structure details
    c. Storm drain and culvert profiles and/or drainage cross-sections
    d. Lateral ditches/channels
    e. Outfall ditches/channels
    f. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

A. The consultant shall modify the scope of work to include the following:

1. Revise lighting design to accommodate the Lake County and US 27 trails, wildlife crossing and ASPIRE infrastructure.

2. Revise contract documents to include the additional or revised lighting elements required, including, but not limited to:

    a. General Notes and Pay Item Notes
    b. Legend and Pole Data Sheets
    c. Plans Sheets
    d. Sign Lighting Details
    e. Service Point Details

4.16 Signing and Pavement Marking Plans

A. The Consultant shall modify the scope of work to include the following:

1. Provide signing and pavement marking for the trail as required by the Lake County design criteria.

2. Update design to relocate overhead cantilever and roadway signs as needed to accommodate Lake County and US 27 trails, wildlife crossing and ASPIRE infrastructure.

4.20 Right of Way Maps

A. The Consultant shall modify the scope of work to include the following:

1. Additional mapping efforts required to establish the proposed Lake County trail and utility R/W corridor.

4.21 Cost Estimates

A. The Consultant shall modify the scope of work to include the following:

1. Include in the cost estimate prepared and submitted to CFX at the 90%, 100%, Pre-Bid and Bid Set submittals the costs for the additional improvements described herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.22 Special Provisions and Specifications

A. The Consultant shall modify the scope of work as follows:

1. Prepare special provisions, special specifications and technical special provisions for items, details and procedures related to ASPIRE equipment.

4.23 Fiber Optic Network (FON)

A. The Consultant shall modify the scope of work as follows:

1. Revise the contract documents to include all cabinets, conduit, pull and junction boxes and other elements needed for the ASPIRE equipment, up to and including the AC/DC converters, DC/AC inverters, specifically excluding the Transformers and power supply (by others).

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 28th day of July, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of HDR ENGINEERING, INC., a Nebraska corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 4, 2022, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 9, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the

Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 23, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remains unchanged at $3,548,538.05.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $4,389.94.
    c. The Subcontract Items are adjusted upward by $38,102.90 to $2,923,157.54 as follows:
        - Transtec $38,102.90
    d. The Allowance is adjusted downward by $38,102.90 to $61,897.10.
    e. The Total Maximum Limiting Amount remains unchanged at $6,537,982.63.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.07.28 13:12:37 -04'00'
Aneth Williams, Director of Procurement

HDR ENGINEERING, INC.

By: _____
Print Name: Melanie Fowler
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.07.28 09:59:41 -04'00'
Diego "Woody" Rodriguez
General Counsel

Contract No. 001670

Dewberry

MEMORANDUM

Date: May 24, 2022

To: Will Hawthorne, PE, CFX Director of Engineering

From: R. Keith Jackson, PE, Dewberry PM

Subject: SR 516 (Lake/Orange Expressway) Segment 1 Contract 001670
CFX Project No. 516-236
Supplemental Agreement #3

Comments:

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated May 23, 2022, for Supplemental Agreement #3 (SA #3 for CFX Project No. 516-236. This requested work authorization is to prepare a concrete pavement design analysis for the in-pavement charging system (ASPIRE) by subconsultant, The Transtec Group.

The SA #3 is attached, and costs are detailed below:

$	0.00	HDR Labor Cost
$	38,102.90	Subconsultant (Transtec) Labor Cost
$	38,102.90	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of $38,102.90.

Should you have questions or need additional information, please call me at 321.354.9687.

Cc (w/attachments):

Laura Kline, Dewberry
File

May 23, 2022

ATTN: Will Hawthorne, PE
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Hawthorne, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement 03. This supplement agreement is to add The Transtec Group, Inc. (Transtec) to the contract to help with the Pavement Design within the APSIRE limits. We have included the following documents to assist in the approval.

- Additional Scope of Work
- FDOT Staffhours fee sheets and hours

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely,
HDR Engineering, Inc.

Steven Waterson

Steven Waterston
Project Manager

hdrinc.com

315 E Robinson Street, Suite 400, Orlando, FL 32801-1949
(407) 420-4200

CFX 516-236 Lake-Orange Expressway Segment 1 – Supplemental 3

4. WORK TO BE PERFORMED BY CONSULTANT

The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.7 Pavement Design

The Consultant shall supplement the previously approved scope of work with the following items:

C. Develop preliminary pavement recommendations for Wireless Power Transfer Pre-cast panel within the ASPIRE limits. The following recommendation shall be provided under this scope of work which will be summarized in a memo.

   a. Wireless Power Transfer Pre-Cast Panel
      i. Concrete panel thickness
      ii. Re-enforcement requirements (non-metallic)
      iii. How panels are connected to each other
   b. Outside travel lane pavement design alternatives
      i. 3' wide Pre-cast concrete panel w/ PIC concrete border
      ii. 3' wide Pre-cast concrete panel w/ asphalt pavement border
      iii. 13' wide pre-cast concrete panel (full lane)
   c. Inside travel lanes pavement design alternatives
      i. PIC concrete
      ii. Pre-cast concrete
      iii. Asphalt pavement
   d. Full Depth Inside shoulder pavement design alternatives (Future travel lane)
      i. PIC concrete
      ii. Pre-cast concrete
      iii. Asphalt pavement
   e. Develop Pavement Design recommendation report

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 9th day of June, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of HDR ENGINEERING, INC., a Nebraska corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 4, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 5, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $409,936.37 to $3,548,538.05.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $4,389.94.
    c. The Subcontract Items are adjusted upward by $194,700.94 to $2,885,054.64 as follows:
        - FBT $68,112.56
        - Tierra $126,588.38
    d. The Allowance is adjusted downward by $266,654.68 to $100,000.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $337,982.63 to $6,537,982.63.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.22 16:25:12 -04'00'
Aneth Williams, Director of Procurement

HDR ENGINEERING, INC.

By: _____
Print Name: Melanie E. Fowler
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.06.22 15:41:44 -04'00'
Diego "Woody" Rodriguez
General Counsel

Contract No. 001670

Dewberry

MEMORANDUM

Date: May 19, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: R. Keith Jackson, PE, Dewberry PM

Subject: SR 516 (Lake/Orange Expressway) Segment 1 Contract 001670
CFX Project No. 516-236
Supplemental Agreement #2

Comments:

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated May 5, 2022, for Supplemental Agreement #2 (SA #2) for CFX Project No. 516-236. This requested work authorization is for additional design and geotechnical associated with the addition of Frank Jarrell Access Road, additional interchange alternatives, temporary and permanent MSE walls, box culverts, and pond sites.

The SA #2 is attached, and costs are detailed below:

$ 409,936.37	HDR Labor Cost
$ 194,700.94	Subconsultants (FBT and Tierra) Labor Cost
$ 604,637.31	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of $604,637.31.

Should you have questions or need additional information, please call me at 321.354.9687.

Cc (w/attachments):

Laura Kline, Dewberry
File

May 5, 2022

ATTN: Will Hawthorne, PE
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Hawthorne, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement #2. This scope and fee is for the additional design work that is required to finalize the design of Frank Jarrell Road and the proposed pond sites. The scope and fee also covers the work that was completed to develop the interchange alternatives that were developed and to complete the design for the selected interchange.

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely,
HDR Engineering, Inc.

Steven Waterston
Project Manager

CFX 516-236 Lake-Orange Expressway Segment 1 – Supplemental 2

4. WORK PERFORMED BY CONSULTANT

The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings for SR 516, US 27 (SR 25), Frank Jarrell Road and the access roads for the South Lake Crossings parcels.

B. Major elements of the work included in this Supplemental Agreement are:

1. Development of eleven (11) design alternative for the SR 516 and US 27 Interchange
2. Develop preliminary design alternative for grade separated (over and under) pedestrian crossings for ramps on the east side of US 27.
3. Develop memo to document the wetland impacts based on various typical section and bridge length configurations through the Sawgrass Wetland area.
4. Final design and preparation of construction drawings for the proposed Frank Jarrell Road and access roads to the South Lake Crossings parcel. Specifically, the project consists of construction of construction of a new paved 2-lane rural facility. Additional elements include drainage evaluation and design, concrete box culvert design, permitting, signing and pavement markings, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.
5. Development of temporary MSE walls along US 27 to facilitate the proposed construction activities and phasing.
6. Design of a new box culvert under SR 516 in the Sawgrass Wetland.
7. Develop closed drainage system within the limits of wetland because of the revised typical section with shoulder gutter and guardrail.
8. Develop new dry pond on the CRA-MAR Groves parcel remnant to the northwest of the Crook Road bridge.

4.3 Preliminary Design Report - Review

A. The Consultant shall modify the Preliminary Design Report (PDR) to include eleven (11) interchange alternative. The alternatives shall be developed against the project criteria and documented I the Final PDR. A list of the alternatives developed is provided below.

- Option 1 – Full Signalized Intersection with US 27
- Option 2 – Florida Turbo with at-grade NB lanes
- Option 3 – Florida Turbo with grade separated NB lanes
- Option 4 – Inverted T Intersection (ramps over US 27)
- Option 5 – Elevated T Intersection (US 27 over ramps)
- Option 6 – Fully Directional Interchange

During the initial meetings it was determined Options 1, 4 and 6 would be carried forward for discussion with FDOT. For these options: preliminary profiles were developed, preliminary pond siting and wetland impact analysis were completed, along with preliminary earthwork calculations.

Bridge structure options were also considered for the three options, along with preliminary cost estimates.

Subsequent discussion resulted in the development of an additional 5 options which are noted below.

- Option 7 – SB to EB Flyover with Signal for WB to SB Movement
- Option 8 – Modified Inverted T with Future Flyovers
- Option 9 – Hybrid with SB off-ramp over US 27 and on-ramp under US 27
- Option 9A – Hybrid invert T with braided SB Ramps and earth plug
- Option 9B – Hybrid invert T with braided SB Ramps full bridge

For options 7 through 9B, preliminary profiles, pond site, wetland impacts, structures types and spans along with cost estimate where developed. An option matrix was also developed to help determine which option would move forward into final design. Several design refinements were also made to alternatives during this process to confirm they were viable options. HDR also developed exhibits and a PowerPoint presentation for a meeting with FDOT District 5

B. The Consultant shall develop preliminary design to provide grade separated pedestrians crossing of the NB ramps along the east side of US 27. This analysis included a review of various statewide standards for pedestrian crossings to developing options for grade separated pedestrian crossings. The Design Team developed options for an underpass and overpass crossing of Ramps A and D as well as an elevated crossing over all the ramps further east.

C. The Consultant prepared a Wetland Impact Mitigation Memorandum to evaluate alternative typical sections and wetland bridge location/length. The six typical sections evaluated included MSE wall, planter wall and ditch sections in conjunction with standard and reduced median widths. The evaluation determined the cost, flood plain and wetland impacts for each alternative through the limits of the Sawgrass Lake wetland

4.5 Geotechnical Investigation

A. The Consultant shall modify the scope of work to include the following:

1. Additional Borings to assist in the development of the final design for the:
    a. Revised pond sites
    b. New box culverts
    c. Retaining wall, including Temporary Critical Wall

4.11 Roadway Design

A. The Consultant shall modify the scope of work to include the following items. The design and construction documents shall follow the requirements of the original agreement.

1. Inclusion of critical cross sections as part of the 15% Line and Grade submittal. Per the project scope, cross sections are not required until the 30% submittal.
2. Develop final design and construction documents for improvements to Frank Jarrell Road. These improvements to be incorporated into the Final Design include reconstruction of approximately 700 feet of Frank Jarrell Road to a paved two-lane roadway with 4 foot paved shoulder and swales within 66 foot Right of Way. In addition,

an access road terminating in a cul-de-sac is to be designed from Frank Jarrell Road to the Marina Landings and South Lake Crossings parcels, which are to be severed from US 27 by Limited Access Right of Way.

3. The additional work will include design of the roadway, analysis of environmental impacts, drainage analysis and plans, design of a concrete box culvert and utility coordination efforts. Supporting disciplines required for this effort include geotech for roadway, drainage pond and structural borings as well as the additional survey required for Frank Jarrell Road and the access road corridor to the impacted parcels as well as the additional pond required for these roadways.

4.12 Structures Design

A. The Consultant shall modify the scope of work to include the following:

1. Retaining walls, including Critical Temporary walls with the limits of the Sawgrass Lake Wetland Area
2. Two (2) Box Culverts;
    a. One (1) under SR 516;
    b. One (1) under the proposed access road to the S. Lake Crossing Parcels
3. Stage construction-sequencing details

4.13 Drainage Design

A. The Consultant shall modify the scope of work to include the following:

1. Develop stormwater management and pond designs for the proposed improvements along Frank Jarrell Road and the S. Lake Crossing access roads, including one pond, one dry swale and one flood Comp. pond for Frank Jarrell Road
2. Relocate Pond 2 from the S. Lake Crossings Parcel to the JJJR Parcel
3. Add a new pond within the CRA-MAR remnant parcel near Cook Rd.
4. Develop a closed drainage system design along SR 516 where needed to reduce impacts with additional inlets
5. Optional pipe material analysis
6. One 5'x4' concrete box culvert under Frank Jarrell Road.

4.15 Traffic Engineering

A. Maintenance of Traffic Plans

1. The Consultant shall modify the scope of work to include development of maintenance of traffic plans for the proposed improvements along Frank Jarrell Road.

4.16 Signing and Pavement Marking Plans

The Consultant shall modify the scope to include development of Signing and Pavement Marking Plans for the proposed improvements along Frank Jarrell Road and the S. Lake Crossing access road.

4.21 Cost Estimates

A. The Consultant shall include the additional improvements noted in this Supplemental Agreement in the 60%, 90%, 100%, Pre-Bid and Bid Set construction cost estimates that are provided with the submittals

Project 516-236
Contract 001670

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 4th day of May, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of HDR ENGINEERING, INC., a Nebraska corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020 ("Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 18, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remain unchanged at $3,138,601.68.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $4,389.94.
    c. The Subcontract Items are adjusted upward by $114,147.84 to $2,690,353.70 as follows:
        - Maser $5,913.71
        - WBQ $108,234.13
    d. The Allowance is adjusted downwards by $114,147.84 to $366,654.68.
    e. The Total Maximum Limiting Amount remains unchanged at $6,200,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.05.04 16:33:38 -04'00'
Aneth Williams, Director of Procurement

HDR ENGINEERING, INC.

By: _____
Print Name: Melanie E. Fowler
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.05.04 16:07:11 -04'00'
Diego "Woody" Rodriguez
General Counsel

Contract No. 001670

Dewberry

MEMORANDUM

Date: February 24, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: R. Keith Jackson, PE, Dewberry PM

Subject: SR 516 (Lake/Orange Expressway) Segment 1 Contract 001670
CFX Project No. 516-236
Supplemental Agreement #1

Comments:

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated February 18, 2022, for Supplemental Agreement #1 (SA #1) for CFX Project No. 516-236. This requested work authorization is for additional survey associated with the addition of Frank Jarrell Access Road and proposed pond sites.

The SA #1 is attached, and costs are detailed below:

$ 0.00	HDR Labor Cost
$ 114,147.84	Subconsultants (WBQ and Maser) Labor Cost
$ 114,147.84	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of $114,147.84.

Should you have questions or need additional information, please call me at 321.354.9687.

Cc (w/attachments):

Laura Kline, Dewberry
File

February 18, 2022

Dewberry
ATTN: Will Hawthorne, PE
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Hawthorne, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement 01. This scope and fee is for the additional survey effort that is required to finalize the design of Frank Jarrell Road and the proposed pond sites.

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely,
HDR Engineering, Inc.

Steven Waterston
Project Manager

CFX 536-236 Lake-Orange Expressway Segment 1 – Supplemental 01

4. WORK TO BE PERFORMED BY CONSULTANT

The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1. Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of an environmental resource application.

B. Major elements of the work included in this Supplemental Agreement are:

1. Additional field survey for the proposed improvements along Frank Jarrell Rd. and the new access roads to the Marina Landings and South Lake Crossings parcels. Per coordination with Dewberry, CFX and Lake County these improvements are to be incorporated into the Final Design and include reconstruction of approximately 700 feet of Frank Jarrell Road to a paved two-lane roadway with 4 foot paved shoulders and swales within minimum 66 foot Right of Way. In addition, an access road terminating in a cul-de-sac is to be designed from Frank Jarrell Road to the Marina Landings and South Lake Crossings parcels, which are to be severed from US 27 by Limited Access Right of Way.

2. Obtain and process additional survey for the relocation of Pond 2 from the South Lake Crossings parcel to the adjacent JJJR parcel and addition of a pond on the remnant of the Cra-Mar Groves parcel adjacent to Cook Road at the request of Dewberry.

3. Obtain and process additional wetland flag location within the additional survey areas. Wetland flag limits to be provided by others.

4.4. Surveying and mapping

A. The Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, environmental, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to the Florida Department

of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-footintervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station Frank Jarrell Road alignment at 100' intervals.

C. Reference Points

1. Set Frank Jarrell Road alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternative references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks along Frank Jarrell Road, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by CFX.

E. Topography

1. Planimetric mapping and data merging to develop an updated digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
2. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

1. Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.
2. Drainage structures on Frank Jarrell Road and within proposed Access Road limits
3. Relocated pond areas

G. Underground Utilities

Locate underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane at 100' intervals and perform utility surveys of side streets.

I. Bridge Surveys (N/A)

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way is anticipated.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HDR ENGINEERING, INC.

DESIGN SERVICES FOR
SR 516 LAKE / ORANGE EXPRESSWAY
SEGMENT 1

PROJECT NO. 516-236, CONTRACT NO. 001670

CONTRACT DATE: AUGUST 13, 2020
CONTRACT AMOUNT: $6,200,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND 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
SEGMENT 1
PROJECT NO. 516-236

DESIGN SERVICES

CONTRACT NO. 001670

AUGUST 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of August 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and HDR Engineering, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 315 East Robinson St., Suite 400, Orlando, FL 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 516 Lake / Orange Expressway Segment 1 identified as Project No. 516-236 and Contract No. 001670.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Class I
HDR Construction Control Corporation
Florida Bridge and Transportation, Inc.
Brindley Pieters and Associates, Inc.
Traffic Engineering Data Solutions, Inc.
Class II
Tierra, Inc.
Class I and Class II
WBQ Design & Engineering, Inc.
Masser Consulting P.A.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $6,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the

recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 315 East Robinson St., Suite 400, Orlando, FL 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail:

publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to

indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that

the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not

available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."
Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
22.4. been engaged in business operations in Cuba or Syria; or
22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: HDR Engineering, Inc.
315 East Robinson St., Suite 400
Orlando, FL 32801
Attn: Steven Waterston, P.E.

HDR Engineering, Inc.
315 East Robinson St., Suite 400
Orlando, FL 32801
Attn: Steve Ferrell, P.E.

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined

that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on August 13, 2020.

HDR ENGINEERING, INC.

BY: _____
Authorized Signature

Print Name: Jennifer E. Hunt, PE

Title: Vice President

ATTEST: _____ (Seal)
Assistant Secretary or Notary

HDR ENGINEERING, INC. CORPORATE SEAL NEBRASKA CORPORATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.01 10:54:29 -04'00'
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.

Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.09.01 08:28:50 -04'00' For
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 516
From US 27 to West of Cook Road
(Segment 1)

PROJECT NO. 516-236

CONTRACT NO. 001670

IN LAKE COUNTY, FLORIDA

July 20, 2020

Exhibit A

SCOPE OF SERVICES

Description Page No. A-

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1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 516 from US 27 to west of Cook Road (Segment 1). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) from US 27 to west of Cook Road, interchange ramps with US 27, and realignment of US 27 to accommodate the proposed interchange while avoiding impacts to Lake Louisa State Park. This project will include construction of new bridge structures for the S.R. 516 interim interchange with US 27, S.R. 516 main line over wetlands and floodplain areas between Trout Lake and Pike Lake. A preliminary design will also be developed for the Ultimate Interchange at S.R. 516 and US 27. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, lighting, signing and pavement markings, signalization (if warranted), ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, right-of-way mapping, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 516 from US 27 to west of Cook Road.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of an environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of the work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within Twenty-Four (24) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to additional design fees as a result of making changes due to review comments.

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones, as outlined in Section 7.14 through 7.21.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks using Microsoft Project.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, and updates thereafter as confirmed by CFX, shall be used for this project.

2. The FDOT Standard Plans (FY 2020 – 2021)

3. The 2020 FDOT Design Manual

4. The 2020 FDOT Basis of Estimates Handbook

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended

7. CFX Design Guidelines 2019 Edition

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for the segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	US 27 (SR 25)	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond)	55 mph	30 Local 45 Urban
Horizontal Alignment				
Max. Curve, Degrees	3° 30’	24° 45’ Loop	2° 00’	20°
		8° 15’ Diamond		
		8° 15’ Directional		
Max. Superelevation, ft/ft.				
	0.10	0.10	0.05	0.05 Urban
Lane Drop Tapers				0.10 Rural
Transitions	70:1	50:1	L=WS	
	Use spirals for	Use spirals for curves >		Use spirals for

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	US 27 (SR 25)	CROSSROADS/ COLLECTORS
	curves > 1° 30’	1° 30’		curves > 1° 30’
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph)	5% (0.3% min)	5% Arterial Rural
Vertical Curvature				Rural
(K=Len./%grade				
Crest	506	31 (30 mph)	185	
	290 to 540	136 (50 mph)		31 to 136
	AASHTO	110 to 160 Other		
		(AASHTO)		
Sag	206	31 (30 mph)	115	
	150 to 200	136 (50 mph)		37 to 96
	AASHTO	90 to 110 Other		
		(AASHTO)		
Decision Sight Dist.,	Refer to AASHTO	N/A		N/A
Cross Sections				
Lane Widths, ft.	12	12 dual lanes		12 inner lanes
		15 min. single lane		12-16 outer lanes
Shoulder width, ft.	4-Lane	Single		
Right	14 (12 paved)	Lane 6 (4	6’ (buffered bike lane)	8 (4* paved)
Left	14 (12 paved)	paved) 6 (2 paved)	4’	4 (4 paved)
				* min. 5’ paved
	6-Lane			
Right	14 (12 paved)	Dual Lane		
Left	14 (12 paved)	10* (8* paved) 8 (4 paved)		
Bridges, ft.	4-Lane	(* add 2’ for interstate)		
Right	12			
Left	12			
	6(or more)-Lanes	Single- Lane 6 6		
Right	12			
Left	12			

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	US 27 (SR 25)	CROSSROADS/ COLLECTORS
Cross Slopes		Dual Lane		
Traffic Lanes	2% (4-lane)	10	2%	2%
	3% or tbd (6-lane)	6	3% Outside lane and Shoulder	3% or tbd (6-lane)
Bridge Lanes	2% typ. (no break)	2%		
Left Shoulder	Match Mainline		2%	5%
Right Shoulder	Match Mainline		3%	6%
Median Width (4-lane), ft. (E.O.P./E.O.P.)	74’ (min.) 26’ (with barrier)	N/A	30’	22’ or 40’
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical				
Over Roadway*	16.5	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5	17.5
Over Railroad	23.5	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. min., fifteen (15) ft. preferred from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per FDM Section 211.15
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

A. The plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of an environmental resource application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 516 from US 27 near Lake Louisa State Park to west of Cook Road. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between US 27 and west of Cook Road, interchange with US 27, and reconstruction of US 27. This project will include construction of new bridge structures over wetlands and floodplain areas between Trout Lake and Pike Lake. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, signalization (if warranted), ITS, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of the interested agencies involved. These agencies may include, but are not necessarily limited to Lake County, FDOT, FDEP, US Army Corps of Engineers, and the St. Johns River Water Management District.

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility. The Consultant shall also prepare the 15% Line and Grade design for the Ultimate Interchange at SR 516 and US 27.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve outstanding differences and agree upon a final layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Design criteria
2. Horizontal alignment of SR 516 and US 27
3. Vertical alignment of SR 516 and US 27
4. Typical sections for SR 516 and US 27
5. US 27 initial and ultimate interchange alternatives (2)
6. Wetland bridge/culvert options (2)
7. Potential wall locations along SR 516
8. Pavement analysis
9. Hydroplaning analysis
10. Drainage pond locations
11. Utility relocations
12. Maintenance of traffic
13. Construction feasibility
14. Sustainability Opportunities

4.4 Surveys and Mapping

A. The Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, environmental, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

CFX will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines the work performed by CFX or

its designee.

CFX has performed a Project Network Control Survey and documented the location and values at approximately one-half mile intervals. The Consultant shall supplement this information with additional points as necessary to meet project requirements.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station SR 516 alignment at 100’ intervals.
4. Meet with CFX’s Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set SR 516 alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000’ intervals along SR 516 and US 27 alignments, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by CFX.

E. Topography

1. Planimetric mapping and data merging to develop an updated digital terrain model (DTM), suitable for 1” =50’ display scale shall be conducted by the Consultant.
2. Cross-sections will be performed at 1000’ intervals along the SR 516 and US 27 to verify DTM.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

- Outfall survey of Sawgrass Lake Outfall

G. Underground Utilities

Locate underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane at 100' intervals and perform utility surveys of side streets.

I. Bridge Survey (N/A)

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static LIDAR for clearance, features, and other extraction needed to support design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points. (N/A)

N. CFX ITS/FON (N/A)

CFX will locate the FON one time at the beginning of design during the

survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to make sure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to CFX requirements. The Consultant shall adhere to traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, , pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, , location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include the necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A

boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken along US 27 to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required for the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement designs as appropriate in accordance with the requirements of the FDOT Pavement Design Manual for mainline, ramps, cross streets, and shoulders.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary. A Pavement Type Selection Report is not included in the Scope of Work for this project.

4.8 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may directs to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for environmental permits. The Consultant shall provide the information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies, as requested.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include NRCS soils data, 100-year floodplain limits and proposed project.

4. Provide plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at the wetland encroachment sites.

9. Provide permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

12. Preliminary field evaluation of general land use and wildlife habitat within proposed ROW, as requested.

4.10 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify the utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. Existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies for the utility relocation or adjustments required to accommodate construction.

7. The Consultant shall prepare the Utility Certification Letter certifying

that the utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to CFX for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

The consultant shall coordinate the relevant design elements with adjacent design teams. This effort shall include any required meetings with adjacent design teams.

B. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Typical roadway details

8. Plans and profiles (plans at 1” =50’ scale)

9. Interchange layout plans (1” = 100’ scale)

10. Ramp Terminal Details (1”= 50’ scale)

11. Crossroad plans and profiles (1" = 50' scale)

12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

13. Earthwork quantities

14. Traffic Control Sheets including Temporary Drainage

15. Utility Adjustment Sheets - as deemed necessary

16. Details

17. Special provisions

18. Special specifications

4.12 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives for the 5 bridge sites noted below. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams for widened bridges.

Bridge(s):

1. Bridge A: NB US 27 over SB to EB interim and ultimate connectors (estimated bridge length = 250')
2. Bridge B: NB US 27 over WB to SB ultimate ramp – (estimated bridge length = 250')
3. Bridge C: NB US 27 to EB ramp over WB to SB ultimate ramp – (estimated bridge length = 136')
4. Bridge D: SB US 27 to EB ramp over WB to SB interim and ultimate ramp – (estimated bridge length = 150')
5. Sawgrass Wetland Area: WB and EB SR 516 over Sawgrass Wetland Area – (estimated bridge length = 330')

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Bridge designs will be provided for the bridges.
2. Retaining walls, including Critical Temporary walls
3. Box Culverts
4. Approach slabs
5. Details
6. Summary quantity tables

7. Special provisions and specifications
8. Stage construction-sequencing details
9. Sign\Signal structures
10. Noise walls (Locations to be determined)
11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review andapproval.
12. ITS Devices

4.13 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform drainage design in accordance with the approved criteria from Section 3.1D.
2. Finalize the pond design at the 30% submittal.
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
4. Notify CFX's Project Manager immediately if deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications.
8. Prepare a pond siting report.
9. Prepare a bridge hydraulic report

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes
2. Drainage structure details
3. Storm drain and culvert profiles and/or drainage cross-sections
4. Lateral ditches/channels
5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor (including the entire mainline of SR 516, ramps, gore areas and transition areas) to as LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. The Consultant shall prepare a Lighting Design Analysis Report (LDAR). The LDAR shall include lighting photometric analysis, electrical load analysis, voltage drop calculations, device coordination, short circuit current analysis, arc flash hazard analysis, structural calculations for any special conventional pole concrete foundations, and other related documentation. In addition, the Consultant shall perform an evaluation of various lighting design alternatives which consider factors such as pole configuration, pole heights, arm lengths, luminaire wattages, and optics. A single alternative should be implemented on the project. The evaluation should be based on safety, constructability, maintainability, economics, and consistency with the adjacent projects. The LDAR shall also include all coordination correspondence with the local power company and confirmation on the final locations of distribution transformer and service poles..

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover Sheet (Key Sheet)
2. Signature Sheet
3. Tabulation of Quantities
4. General Notes and Pay Item Notes
5. Legend and Pole Data Sheet(s) (Roadway Lighting)
6. Luminaire Data (Sign and Underdeck Lighting)
7. Project Layout sheet
8. Plans sheets
9. Underdeck Lighting Plans
10. Underdeck Lighting Monitoring Details
11. Remote LED Driver Cabinet Details
12. Sign Lighting Details
13. Service point detail shall include wiring schematics, one-line, and riser diagrams, panelboard schedules with breaker panel assignments,

electrical equipment and load center sizing, grounding and bonding, surge protection, and typical power service installation details

14. Special Details (Arc Flash Warning Label Design and Notes)

D. All sign and pendant hung mounted underdeck lighting systems shall be designed to accommodate the remote LED driver cabinets including photocell receptacle(s) for the future wireless node installations. Wall or pier cap mounted underdeck luminaires are self-contained with LED drivers and photocell receptacles and no need for remote LED driver cabinet installation. All roadway lighting luminaires also need to be equipped with photocell receptacles to be used for the future wireless node installations.

4.15 Traffic Engineering

A. Traffic Data

1. Traffic data will be furnished by CFX.

2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during the phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during the phases of project construction at locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final

signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

4.17 Signalization Plans

A. The Consultant shall prepare designs and contract documents for final signalization plans at the US 27 and SR 516 intersection; including layouts showing the locations of signal poles and equipment, signal details, internally illuminated signs, signal lighting, signal interconnect and structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.18 Right-of-Way Surveys

A. Section Line Ties

1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepared new Certified Corner Record forms.

2. Perform Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

B. Subdivision Ties/Property Line Ties

1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.

2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.

C. Maintained R/W Survey - (Not required)

D. Mean High Water/Safe Upland Line Survey (Not required)

1. Perform a Safe Upland Line Survey for the locations where the facility crosses Sovereign Waters of the State of Florida.

E. R/W Monumentation – (Not required)

F. Stake R/W Parcels – (Not required)

At the completion of the Design and Right of Way Surveys, provide all field books, certified to CFX, and copies of electronic files on CDROM, with certification attached.

4.19 Certified Right of Way Control Survey

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 22" x 34" in pdf format, no hard copies. The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Standards of Practice adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code. These survey drawings shall be at a scale of 1 inch = 400 feet for a key map and a scale of 1 inch = 50 feet for detail sheets or at a scale acceptable to CFX. The surveyor shall furnish CFX with four (4) signed, sealed and certified copies of the above maps along with the original reproducible film copy and the CADD drawing files on disk.

The Consultant shall submit Right of Way Control Survey maps to CFX for review at the following stages of completion, with data as specified.

A. 30% Right of Way Control Survey - (Key Maps)

1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.

2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.

3. All Subdivision and Condominium boundaries with official names and recording information.

4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.

5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.

B. 60% Right of Way Control Survey - (Detail Sheets)

1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.

2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and official name of each subdivision.

3. Key Maps with any revisions or corrections

C. 90% Right of Way Control Survey

1. All revisions required to support the complete Right of Way Mapping.

D. 100% Right of Way Control Survey

1. Signed and sealed copies and final CADD files

E. Computer Mapping - All survey maps will be prepared using CADD and all submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.

2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

4.20 Right of Way Maps

Right of Way Map shall be accurate, legible, complete, plotted to a scale as directed by CFX. Right of Way Maps, Parcel Sketches and Legal Land Descriptions shall be prepared under the direction of a Surveyor and Mapper licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes.

Right of Way Maps shall be plotted on 22” x 34" pdf format, no hard copies, at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to CFX. These scales should be adjusted appropriately to facilitate "uncluttered" mapping, depicting the necessary data without confusion to the users. Text size for mapping should not be smaller than 1/10".

The Consultant shall submit Map Sheets to CFX for review at the following stages of completion, with data as specified:

A. 90% Right of Way Maps

1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.

2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.

3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on sheets where the curves are shown.

4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.

5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.

6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

B. 100% Right of Way Maps

1. Completed Right of Way Maps revised in accordance with prior reviews.

2. Map information agrees exactly with the Parcel Sketch and Legal Description.

C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.

2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

D. Title Search

1. CFX shall furnish the Consultant the Title Search Reports for the parcels affected by the proposed right of way throughout the project.

E. Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2” x 11” size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:

2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder

3. Existing easements affecting the property

4. Improvements, buildings

5. Approximate areas of each taking and remainder

6. North arrow and scale

7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page

8. Border with space for recording reserved at the upper right corner.

F. Final Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.

2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.

3. Parcel Sketches and Legal Descriptions will be prepared for FDOT, County, and Municipality Right of Way.

4. Parcel Sketches and Legal Descriptions will include:

   a. Boundary and dimensions of taking and remainder.
   b. Existing easements affecting the property.
   c. Improvements, buildings, with ties to taking line where within 25 feet.
   d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
   e. "SKETCH AND LEGAL DESCRIPTION", Project Number and Parcel Number prominently displayed at the top of the page.
   f. Areas of each taking and remainder.
   g. North arrow and scale.
   h. Border with space for recording reserved at the upper right corner.
   i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
   j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).
   k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.

5. Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

4.21 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.22 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.23 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall utilize the latest CFX ITS Design Standards or Plan Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Fiber optic network (FON) plans shall include the following:

a. Roadway geometry
b. Rights-of-Way
c. Existing utilities within the right-of-way including CFX's FON
d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
e. Manhole/Pull box locations and stub-out details (standard details provided)
f. Device layout
g. Device installation details
h. Conduit installation details (standard details provided)
i. Fiber optic cable route marker detail (standard details provided)

j. Fiber count per conduit
k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Fiber cable splice details for new or relocated fiber optic cabling.
n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
o. Power interconnect (conduit size and type)
p. Power conductors to each device location
q. Grounding
r. Table of quantities
s. Special notes
t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
v. Design power infrastructure that follows CFX ITS Standards. Design 2-2" power conduits to each proposed ITS device site. The designer shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX.
w. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 2-72 SM fiber optic cable.
x. Design CCTV cameras to provide 100% video coverage (includes roadway under the flyovers) of the roadway. This includes the shoulder, roadway, ramps and roadways under the flyovers. The ITS devices shall interface with the existing ITS system.
y. Design the Data Collection Sensor (DCS) for all exit ramps (including interchange to interchange ramps) and DMS signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
z. Design of a walk-in 3-Line dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic

connections, and cabinets (standard details provided). A 3-Line DMS shall be designed to be installed at:

- On mainline 516 in the EB direction

aa. Design Traffic Monitoring Station (TMS) for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes the traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).

bb. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.

cc. Design the Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Designer for use within their plans. Install new WWDS at the following off-ramps:

- NB US 27 off-ramp
- SB US 27 off-ramp

dd. Design of Arterial Dynamic Messaging Signs (ADMS) which shall include structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). ADMS shall be designed to be instated at the following sites:

- NB US 27 approaching the 516 interchange
- SB US 27 approaching the 516 interchange

3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)

b. Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations

c. CCTV Bucket Truck Sightings from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.

d. Typical Cabinet Load requirements

e. Utility Coordination Documentation with Power Service Providers

4. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

   a. Minimize utility conflicts and adjustments.
   b. Minimize traffic impact.
   c. Accessibility and ease of equipment maintenance.
   d. Safety of equipment maintenance personnel and the traveling public.
   e. Maintain the existing FON system through the phases of construction.
   f. Environmental conditions.
   g. Concurrent/future CFX projects.
   h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
   i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
   j. The Designer shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. If a current device does not have maintenance access, the Designer shall design a method for maintenance personnel to access the site. All sites shall be reviewed by the Designer and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Designer shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Designers responsibility to provide access at all locations.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's

standard format to document the functional connectivity between proposed fiber optic conduit and splices.

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to confirm existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.24 Toll Gantry & Service Buildings

A. This project does not include any toll collection facilities.

4.25 Post-Design Services (N/A – To be Negotiated Later)

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible

for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages
7. Equivalent Single Axle Loading (ESALs)

5.3 Other

A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

A. CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.

C. CFX will provide the required title search reports and updates.

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX to provide proposed sound wall locations.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or

action required to resolve any issues.

7.6 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

A. The Consultant shall submit design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations

6. Drainage calculations

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged waterway crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered, if applicable

12. Computations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. 15% Line and Grade (1 CD/DVD with all files in pdf format, and one (1) hard copy set to CFX of Final Report)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of

submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit project-related CADD files, including GEOPAK files, used in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 15% Line and Grade Submittal

A. At the completion of this phase, design and plan development should be approximately 15 percent complete

1. Typical Sections

    a. Mainline and crossroad
    b. Ramps

2. Plan View

    a. North Arrow and Scale
    b. Baseline of Survey, equations
    c. Curve Data (including superelevation
    d. Existing topography
    e. Preliminary horizontal geometrics, dimensions
    f. Existing and proposed R/W lines
    g. Centerline of Construction
    h. Begin and end stations for project, bridges, bridge culverts and exceptions
    i. General locations of proposed retention/detention ponds

3. Profile View

    a. Scale
    b. Preliminary profile grade line
    c. Equations
    d. Existing ground line with elevations at each end of sheet
    e. Begin and End stations for the project, bridges, bridge culverts and exceptions

4. Interchange Detail

    a. Schematic of traffic flow
    b. Preliminary configuration and geometrics
    c. Quadrant identification
    d. Ramp labels

5. Drainage Design

    a. Preliminary Hydroplaning analysis

7.15 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

    a. Location map shown complete with destinations, ranges and townships.

b. Beginning and ending stations shown.
c. Any equations on project shown.
d. Project numbers and title shown.
e. Index shown.

2. Drainage Map Prepared

a. Existing culvert sizes and elevations.
b. Horizontal alignment shown.
c. Drainage areas and flow arrows shown.
d. High water information shown.
e. Beginning and end stations shown along with any equations on project.
f. Interchange supplemental maps prepared.

3. Typical Section Sheets

a. Ramp typical sections developed.
b. Pavement structure shown.
c. Special details developed.
d. General notes shown.

4. Plan and Profile Sheets

a. Centerline plotted.
b. Reference points and bench marks shown.
c. Existing topography.
d. Base line of surveys, curve data, bearings, etc. shown.
e. Beginning and end stations (project and construction).
f. Geometric dimensions.
g. Proposed and existing limited access right-of-way lines.
h. Existing ground line.
i. Proposed profile grade.
j. Type, size and horizontal location of existing utilities.
k. Drainage structures and numbers are shown
l. Drainage ponds are shown.

5. Cross Sections

a. Existing ground line.
b. Preliminary templates at critical locations (not to exceed 500 feet).
c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

   a. Striping layout.
   b. Sign structure locations.

7.16 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.17 60% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

   a. Project description and number shown.
   b. Equations, exceptions and bridge stations shown.
   c. North arrow and scale included.
   d. Consultant and CFX sign-off included.
   e. Contract set index complete.
   f. Index of sheets updated.

2. Drainage Maps

   a. Flood data shown.
   b. Cross drains and storm sewer shown.
   c. Bridges shown with beginning and ending stations.
   d. Interchange supplemental sheets updated.

3. Typical Section Sheets

   a. All required typical sections are included.
   b. Limited access right-of-way lines are shown.
   c. Design speed and traffic are shown.
   d. Special details have been completed.
   e. Station limits of each typical section are shown.

4. Plan and Profile Sheets

   a. Match lines shown.

b. Limited access right-of-way lines shown.
c. Stations and offset shown for all fence corners and angles.
d. All work shown should be within existing/proposed right-of-way or proposed easement.
e. Drainage structures and numbers are shown.
f. Drainage ponds shown.
g. Curve data and superelevation included.
h. Pavement edges, shoulders and dimensions shown.
i. Project and construction limits shown.
j. Bridges shown with beginning and ending stations.
k. General Notes.

5. Drainage Structures

a. Drainage structures plotted and numbered.
b. Station location and offsets identified.

6. Cross Sections

a. Templates are shown at all stations.
b. Limited access right-of-way lines are shown.
c. Cross section pattern sheet included.
d. Miscellaneous notes included.
e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a. Geometric data shown.
b. Profiles finalized.
c. Coordinate data shown.
d. Limited access right-of-way lines shown.
e. Curve data shown.
f. Bearings and bridges shown.
g. Cross roads, frontage roads, and access roads shown.
h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

B. Draft Parcel Sketches and Legal Descriptions shall be submitted two months after the 60% Roadway Plan Submittal.

7.18 90% Bridge and Structure Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.19 90% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

   a. Length of Project with exceptions shown.
   b. Index of sheets updated.

2. Drainage Maps

   a. Drainage divides, areas and flow arrows shown.
   b. Elevation datum and design high water information shown.
   c. Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

   a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
   b. Limits of side road construction.
   c. Angle and stationing for intersections.
   d. Treatment for non-standard superelevation transitions diagramed.
   e. General notes shown.
   f. Special ditches profiled.

5. Drainage Structures

   a. Existing structures requiring modifications are shown.
   b. Existing and proposed utilities are shown.

6. Soil Borings

   a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

   a. Scale and special ditch grades shown.
   b. Utilities plotted.

c. Sub-excavation shown.
d. Volumes computed and shown.

8. Utility Relocation Plans

a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

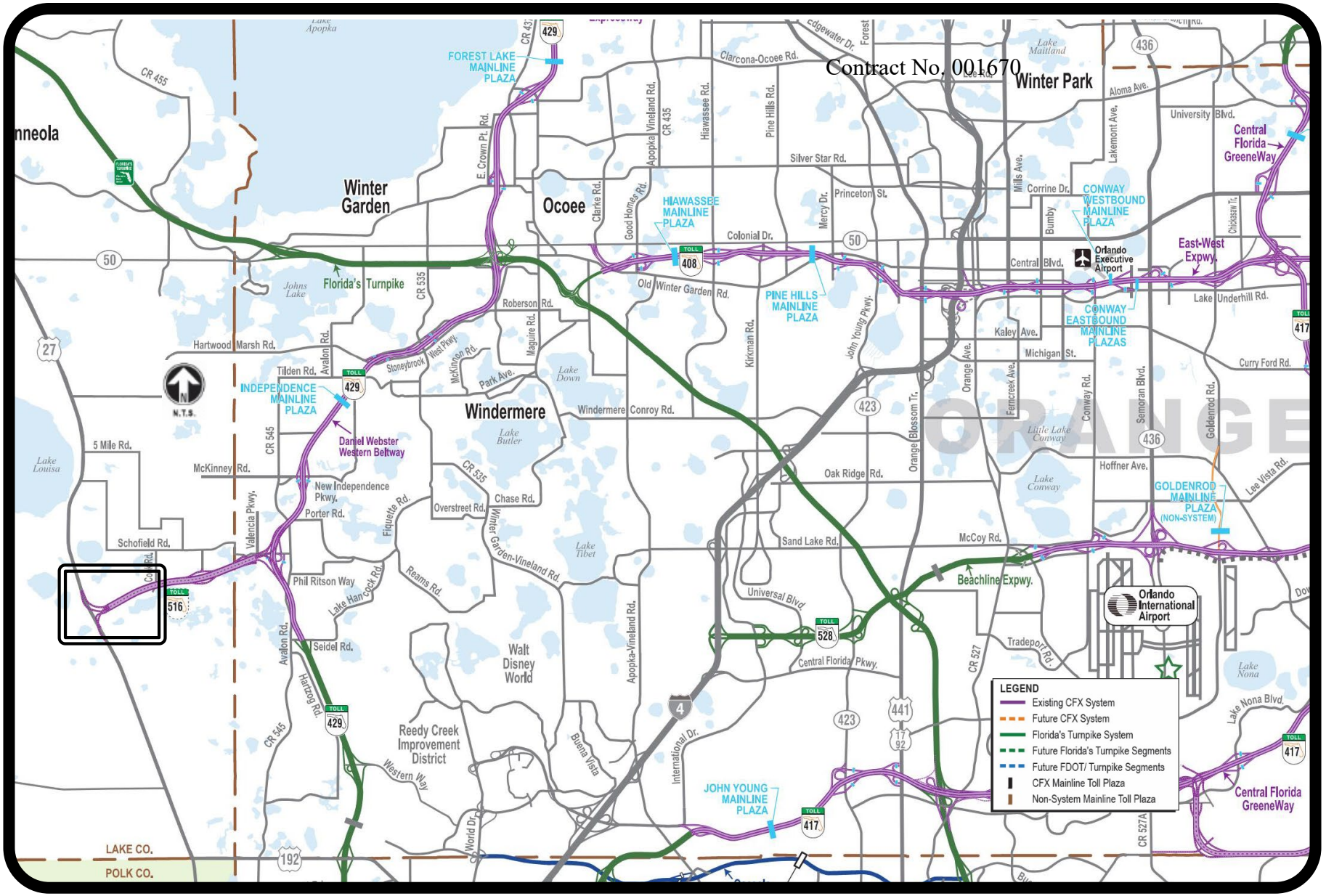
B. Final Parcel Sketches and Legal Descriptions shall be submitted one month after the 90% Roadway Plan Submittal.

7.20 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.21 Pre-Bid Plans

7.22 Bid Set



Project Location Map for

SR 516 From US 27 to West of Cook Road (516-236)

CONSENT AGENDA ITEM
#11

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 4 with WBQ Design & Engineering, Inc. for Design Consultant Services for SR 528 Widening from SR 417 to Innovation Way
Project No. 528-161, Contract No. 001697

Board approval of Supplemental Agreement No. 4 with WBQ Design & Engineering, Inc. for a not-to-exceed amount of $2,550.01 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes providing professional services for construction documents.

Original Contract	$ 3,600,000.00
Supplemental Agreement No. 1	$ 881,384.18
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 0.00
Supplemental Agreement No. 4	$ 2,550.01
Total	$ 4,483,934.19

This contract is included in the Five-Year Work Plan.

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

Project 528-161
Contract 001697

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from SR 417 to Innovation Way

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this ____14th____ day of_____March_____, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of WBQ DESIGN & ENGINEERING, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 12, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 8, 2022, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 12, 2023, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated December 18, 2023 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 5, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $6,211.95 to $2,084,443.53.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Design Survey- Field (Prime) remains unchanged at $328,362.50.
    d. The Subcontract Items are adjusted upward by $40,424.56 to $2,071,128.16.
    e. The Allowance is adjusted downward by $44,086.50 to $0.00.
    f. The Total Maximum Limiting Amount is adjusted upward by $2,550.01 to $4,483,934.19.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

WBQ DESIGN & ENGINEERING, INC.

By: _____

Print Name: _____

Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Dewberry

MEMORANDUM

Date: February 14, 2024

To: Aaron M. Johnson, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001697
CFX Project No. 528-161
SR 528 Widening From SR 417 to Innovation Way
Supplement Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ on February 5, 2024 for the SR 528 Widening from SR 417 to Innovation Way (CFX Project No. 528-161). This requested Supplemental Agreement No. 4 is to provide additional pond and drainage design based on updated survey and as-built conditions along SR 528 and additional tolling design at the Beachline Main Plaza.

Final Contract Fee request is attached and costs are detailed below:

$	6,211.95	in Labor Cost
$	0.00	in Direct Cost
$	40,424.56	in Subconsultant Cost
$	46,636.51	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $46,636.51.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

WBQ Design & Engineering Inc.

February 5th, 2024

Mr. Aaron Johnson, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **SR 528 Widening from SR 417 to Innovation Way**
CFX Contract 528-161 SA #4
Additional Drainage Design & Tolling Support Services

Dear Mr. Johnson:

Please find enclosed a proposal for CFX 528-161 Supplemental Agreement No. 4. This proposal is to provide Professional Services for the SR 528 Widening from SR 417 to east of Innovation Way for Additional Drainage Design and Tolling Support services.

The proposal request is attached, and costs are below:

$	6,211.95	WBQ
$	12,786.67	RS&H
$	27,637.89	The Balmoral Group
$	46,636.51	Total Requested

It is anticipated that this Agreement will have a duration of approximately three (3) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

Troy W. Vargas

Mr. Troy W. Vargas, P.E.
Project Manager
cc: file

Attachment

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 528 Widening

from SR 417 to East of Innovation Way

Supplemental Agreement No. 4

PROJECT NO. 528-161

Orange County, Florida

February 5th, 2024

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. Major elements of the work include the following: Drainage design services will include additional pond redesign along the south side of SR 528 next to the Brightline rail corridor and Tolling support services.

4.14 Drainage Design

A. As part of the additional drainage design, the Consultant shall:

Perform all drainage design in accordance with the approved criteria from Section 3.1D.

The pond redesign will include the preparation final construction documents for the new Ponds 161-24, 161-25, and 161-26 to incorporate the change in tailwater elevation. Proposed Ponds 161-24, 161-25, and 161-26 are being revised from the Phase II submittal to incorporate the higher tailwater elevation observed from field measurements performed 12/7/2023.

4.23 Toll Plazas

A. This proposal includes modifications to the existing E6 Reader locations at the existing toll plaza. The E6 Readers for the ORT lanes will be mounted under the existing cash lane canopy. Work includes the following work:

New wireway and conduit to new E6 Reader locations
New structural support for E6 Reader locations
Additional coordination meetings with CFX and TransCore

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Project 528-161
Contract 001697

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from SR 417 to Innovation Way

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 18th day of December, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of WBQ DESIGN & ENGINEERING, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 12, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 8, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 12, 2023 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the

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Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 12, 2023 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $15,079.07 to $2,078,231.58.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Design Survey- Field (Prime) is adjusted upward by $76,180.10 to $328,362.50.
    d. The Subcontract Items remain unchanged at $2,030,703.60.
    e. The Allowance is adjusted downward by $91,259.17 to $44,086.50.
    f. The Total Maximum Limiting Amount remains unchanged at $4,481,384.18.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

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amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

WBQ DESIGN & ENGINEERING, INC.

DocuSigned by:
By: Jennifer Quigley
1386898D6115419...

Print Name: Jennifer Quigley

Title: Vice President

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 9th day of January, 2023 for its exclusive use and reliance.

By: _____
Jo O. Thacker, Interim General Counsel

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EXHIBIT "A"

DocuSign Envelope ID: 72C3B635-D876-44AE-9CA2-A25BE1730C6E

Exhibit "A"

CFX REVIEW
BY: Sandra Jean Perez
DATE: 12/19/2023

Dewberry

MEMORANDUM

Date: December 15, 2023

To: Aaron M. Johnson, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001697
CFX Project No. 528-161
SR 528 Widening From SR 417 to Innovation Way
Supplement Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ December 12, 2023 for the SR 528 Widening from SR 417 to Innovation Way (CFX Project No. 528-161). This requested Supplemental Agreement No. 3 is to provide additional DTM survey to support the pond design and roadway widening of SR 528.

Final Contract Fee request is attached and costs are detailed below:

$	91,259.17	in Labor Cost
$	0.00	in Direct Cost
$	0.00	in Subconsultant Cost
$	91,259.17	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $91,259.17.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

DocuSign Envelope ID: 72C3B635-D876-44AE-9CA2-A25BE1730C6E

Exhibit "A"

CFX REVIEW
BY: Sandra Jean Perez
DATE: 12/19/2023

WBQ Design & Engineering Inc.

December 12th, 2023

Mr. Aaron Johnson, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **SR 528 Widening from SR 417 to Innovation Way**
CFX Contract 528-161 SA #3
Additional Survey Support Services

Dear Mr. Johnson:

Please find enclosed a proposal for CFX 528-161 Supplemental Agreement No. 3. This proposal is to provide Professional Services for the SR 528 Widening from SR 417 to east of Innovation Way for Additional Survey Support services.

The proposal request is attached, and costs are below:

$ 91,259.17	WBQ Survey
$ 91,259.17	Total Requested

It is anticipated that this Agreement will have a duration of approximately three (3) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

Troy W. Vargas

Mr. Troy W. Vargas, P.E.
Project Manager
cc: file

Attachment

DocuSign Envelope ID: 72C3B635-D876-44AE-9CA2-A25BE1730C6E

Exhibit "A"

CFX REVIEW
BY: Sandra Jean Perez
DATE: 12/19/2023

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 528 Widening

from SR 417 to East of Innovation Way

Supplemental Agreement No. 3

PROJECT NO. 528-161

Orange County, Florida

December 12th, 2023

DocuSign Envelope ID: 72C3B635-D876-44AE-9CA2-A25BE1730C6E

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. Major elements of the work include the following:

Survey services will include additional pond areas along Brightline fence line now that Brightline construction has been completed.

4.2 Governmental Agencies – N/A

4.3 Preliminary Design Report – N/A

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.
Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

B. Alignment – N/A

C. Reference Points – N/A

D. Bench Levels – N/A

E. Topography – Provide additional DTM survey to support pond design and road widening of SR 528.

F. Drainage Survey – N/A

G. Underground Utilities– N/A

H. Side Street Surveys – N/A

I. Bridge Survey – N/A

J. Jurisdictional Line Surveys – N/A

K. Geotechnical Surveys – N/A

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L. Right-of-Way Ties – N/A

M. CFX ITS/FON – N/A

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Project 528-161
Contract 001697

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from SR 417 to Innovation Way

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this ____12_____ day of_____July_____, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of WBQ DESIGN & ENGINEERING, INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 12, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 8, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

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CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's June 29, 2023 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $33,166.23 to $2,315,334.91.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $165,505.56 to $2,030,703.60 as follows:

• DRMP, Inc.	$3,317.07
• M.G. Vera & Associates	$108,398.75
• Tierra, Inc.	$53,789.74

    d. The Allowance is adjusted downward by $198,671.79 to $135,345.67.
    e. The Total Maximum Limiting Amount remains unchanged at $4,481,384.18.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

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amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.07.14 13:21:33 -04'00'
Aneth Williams, Director of Procurement

WBQ DESIGN & ENGINEERING, INC.

By: DocuSigned by: Jennifer Quigley 1386898D6115419...
Print Name: Jennifer Quigley
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.07.14 12:00:46 -04'00'
Diego "Woody" Rodriguez
General Counsel

DocuSign Envelope ID: B447772B-7FD6-44CF-B5C6-84304318ADE9

EXHIBIT A

DocuSign Envelope ID: B447772B-7FD6-44CF-B5C6-84304318ADE9

Dewberry

MEMORANDUM

Date: June 30, 2023

To: Aaron M. Johnson, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001697
CFX Project No. 528-161
SR 528 Widening From SR 417 to Innovation Way
Supplement Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ provided on June 29, 2023 for the SR 528 Widening from SR 417 to Innovation Way (CFX Project No. 528-161). This requested Supplemental Agreement No. 2 is to provide professional services for construction documents for the widening of SR 528 including additional design, and coordination efforts required to replace the existing box culvert and additional survey (VVH) efforts for additional sign structure foundations due to reconstruction of the roadway.

Final Contract Fee request is attached and costs are detailed below:

$	33,166.23	in Labor Cost
$	0.00	in Direct Cost
$	165,505.56	in Subconsultant Cost
$	198,671.79	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $198,671.79.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

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WBQ Design & Engineering Inc.

June 29, 2023

Mr. Aaron Johnson, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **SR 528 Widening from SR 417 to Innovation Way**
CFX Contract 528-161 SA #2
Box Culvert Replacement and Support Services

Dear Mr. Johnson:

Please find enclosed a proposal for CFX 528-161 Supplemental Agreement No. 2. This proposal is to provide Professional Services for the SR 528 Widening from SR 417 to east of Innovation Way for a Box Culvert Replacement and support services.

The proposal request is attached, and costs are below:

$	33,166.23	WBQ
$	3,317.07	DRMP
$	108,398.75	M.G. Vera & Associates
$	53,789.74	Tierra, Inc
$	198,671.79	Total Requested

It is anticipated that this Agreement will have a duration of approximately six (6) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

Troy W. Vargas

Mr. Troy W. Vargas, P.E.
Project Manager
cc: file

Attachment

DocuSign Envelope ID: B447772B-7FD6-44CF-B5C6-84304318ADE9

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 528 Widening

from SR 417 to East of Innovation Way

Supplemental Agreement No. 2

PROJECT NO. 528-161

Orange County, Florida

JUNE 30, 2023

DocuSign Envelope ID: B447772B-7FD6-44CF-B5C6-84304318ADE9

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The services will include the preparation of final construction documents for the new Box Culvert replacement on the east end of the SR 528 widening project east of the existing toll plaza.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 new Box Culvert replacement along with other additional support services as geotechnical investigation, structures design and survey SUE investigation.

4.2 Governmental Agencies – N/A

4.3 Preliminary Design Report – N/A

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.
Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

B. Alignment – N/A

C. Reference Points – N/A

D. Bench Levels – N/A

E. Topography – N/A

F. Drainage Survey – N/A

G. Underground Utilities

Subsurface Utility Exploration:
Perform a 5-hole test pattern (center hole and 4 additional within a 5' radius) on any utility detected within 25' of any proposed sign structure for up to

35 OH sign foundations.
Perform 1 exploratory test hole and an additional test hole on any utility detected within a 2.5' radius of 3 multi-post signs.
Bank of 120 test holes (estimated 200 – 80 [included in basic services] = 120)

Test hole locations shall be coordinated with the EOR and CFX prior to performing any work.

H. Side Street Surveys – N/A

I. Bridge Survey – N/A

J. Jurisdictional Line Surveys – N/A

K. Geotechnical Surveys – N/A

L. Right-of-Way Ties – N/A

M. CFX ITS/FON – N/A

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation for a new Box Culvert replacement and other geotechnical support items in accordance with the requirements of CFX.

B. Culvert Extension

Consultant shall perform additional manual probes within the limits of the new box culvert replacement. Complete additional analyses for the culvert replacement based on existing SPT borings completed in the area.

C. Intelligent Transportation System (ITS) & Signal Structures

The Consultant shall complete three (3) Standard Penetration Test (SPT) borings to a depth of 25 feet to support the design of two (2) additional ITS structures and one (1) signal structure added to the project. Soil parameters for use in the foundation design will be provided upon completion of the borings. The SPT borings will be completed in accordance with the FDOT Soils and Foundation Handbook with the appropriate Maintenance of Traffic in place to complete the work.

D. Temporary Critical Walls

The Consultant shall complete eight (8) Standard Penetration Test (SPT) borings

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to a depth of 50 feet to support the design of approximately 1,000 linear feet of temporary critical walls required at various areas along the corridor. The SPT borings will be completed in accordance with the FDOT Soils and Foundation Handbook with the appropriate Maintenance of Traffic in place to complete the work. Review the wall design for geotechnical compatibility and constructability, evaluate the external stability of the wall system and provide soil parameters for use in designing the wall system.

E. Stormwater Ponds

The Consultant shall perform ten (10) slope stability analyses associated with the stormwater pond berms and excavations located adjacent to the rail corridor for Pond Nos. 161-24. 161-25 and 161-26. The analyses will be completed using the computer program "ReSSA (3.0) Reinforced and Unreinforced Slope Stability Analysis" (developed by ADAMA Engineering, Inc. using the Modified Bishop Method to compute the factors of safety against potential deep-seated circular failures.

For the analyses, the Consultant will utilize the pond geometry provided by the design team, design high water (DHW) levels for each pond site, and soil strength parameters determined by empirical correlations from our SPT N-values and soil types encountered within our test borings completed within the ponds.

4.6 Contamination Impact Analysis – N/A

4.7 Pavement Design – N/A

4.8 Borrow Pits – N/A

4.9 Governmental Agency and Public Meetings – N/A

4.10 Environmental Permits – N/A

4.11 Utilities – N/A

4.12 Roadway Design

A. As part of the roadway design requirements, the Consultant shall:

1. Prepare the New Box Culvert Replacement supporting roadway items.

4.13 Structures Design

A. The Consultant shall design one additional proposed cantilever sign structure.

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4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Prepare the New Box Culvert Replacement supporting items.

4.15 Roadway Lighting– N/A

4.16 Traffic Engineering

A. Maintenance of Traffic Plans

1. The Consultant shall prepare TTCP for the New Box Culvert Replacement for the project.

4.17 Signing and Pavement Marking Plans– N/A

4.18 Signalization Plans – N/A

4.19 Right-of-Way Surveys – N/A

4.20 Cost Estimates

4.21 Special Provisions and Specifications – N/A

4.22 Fiber Optic Network (FON) – N/A

4.23 Toll Plazas – N/A

4.24 Post-Design Services – N/A

Project 528-161
Contract 001697

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from SR 417 to Innovation Way

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 8th day of September, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of WBQ DESIGN & ENGINEERING, INC, a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 12, 2021; and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 12, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs is adjusted upward by $512,895.09 to $2,282,168.68.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $368,489.09 to $1,865,198.04. as follows:
        - Base Consultant $14,443.40
        - The Balmoral Group $160,172.51
        - DRMP $99,405.61
        - M.G. Vera & Associates $34,828.70
        - Tierra, Inc. $59,638.87
    d. The Allowance remains unchanged at $334,017.46.
    e. The Total Maximum Limiting Amount is adjusted upward by $881,384.18 to $4,481,384.18.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.09.09 10:04:38 -04'00'
Aneth Williams, Director of Procurement

WBQ DESIGN & ENGINEERING, INC.

By: Digitally signed by Jennifer Quigley DN: cn=Jennifer Quigley, o=WBQ Design & Engineering, ou=Owner, email=thuss@wbq.com, c=US Date: 2022.08.19 10:43:20 -04'00'
Print Name: Jennifer Quigley
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.09.08 12:25:31 -04'00'
Diego "Woody" Rodriguez
General Counsel

EXHIBIT A

Dewberry

MEMORANDUM

Date: July 13, 2022

To: Dana Chester, PE, CFX Director of Engineering

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001697
CFX Project No. 528-161
SR 528 Widening From SR 417 to Innovation Way
Supplement Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ provided on July 12, 2022 for the SR 528 Widening from SR 417 to Innovation Way (CFX Project No. 528-161). This requested Supplemental Agreement No. 1 is to provide professional services for construction documents for the widening of SR 528 including additional survey, design, and coordination efforts required to extend the project limits and reconstruct the roadway.

Final Contract Fee request is attached and costs are detailed below:

$	512,895.09	in Labor Cost
$	0.00	in Direct Cost
$	368,489.09	in Subconsultant Cost
$	881,384.18	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $881,384.18.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

WBQ Design & Engineering Inc.

July 12, 2022

Mr. Dana Chester, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: **SR 528 Widening from SR 417 to Innovation Way**
CFX Contract 528-161 SA #1

Dear Mr. Chester:

Please find enclosed a proposal for CFX 528-161 Supplemental Agreement No. 1. This proposal is to provide Professional Services for the SR 528 Widening from SR 417 to east of Innovation Way.

The proposal request is attached, and costs are below:

$ 512,895.09	WBQ
$ 14,443.40	Base Consultants
$ 160,172.51	The Balmoral Group
$ 99,405.61	DRMP
$ 34,828.70	M.G. Vera & Associates
$ 59,638.87	Tierra, Inc
$ 881,384.18	Total Requested

It is anticipated that this Agreement will have a duration of approximately six (6) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

Troy W. Vargas

Mr. Troy W. Vargas, P.E.
Project Manager
cc: file

Attachment

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 528 Widening

from SR 417 to East of Innovation Way

Supplemental Agreement No. 1

PROJECT NO. 528-161

Orange County, Florida

JULY 15, 2022

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The services will include the preparation of final construction documents for the extension of the SR 528 widening project limits and profile modification.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 SR 528 profile modification east of the toll plaza and the extension of 528-161 project limits to resolve the standing water within the existing roadside ditches, including Level II TTCP.

4.2 Governmental Agencies

4.3 Preliminary Design Report – Review

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.
Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

The Consultant shall complete the design survey for the extension of the project limits on the east end of the project.

B. Alignment – N/A

C. Reference Points – N/A

D. Bench Levels – N/A

E. Topography

Scan, register and extract 3D hard surface topography for 2.40 lane miles and merge conventional soft shot topography into the final SURVRD file.

F. Drainage Survey – N/A

G. Underground Utilities

Subsurface Utility Exploration for the extension of the project limits on the east end of the project.

H. Side Street Surveys – N/A

I. Bridge Survey – N/A

J. Jurisdictional Line Surveys – N/A

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties – N/A

M. CFX ITS/FON
Accommodate additional FON impacts related to increased project limits on east end of project.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the extended project limits in accordance with the requirements of CFX.

The Consultant shall perform a total of thirty nine (39) hand auger borings to a depth of 5 feet and nine (9) Standard penetration Test (SPT) borings to a depth of 20 feet to support the design of the extended project limits to approximate Station 1238+00. The borings will be completed in accordance with the FDOT Soils and Foundation Handbook.

B. Culvert Extension (North Side)

The Consultant shall perform two (2) additional SPT borings to a depth of 35 feet to support the design of the culvert extension (Approx. Sta. 1164+00) required on the north side of the corridor based on the anticipated profile adjustment. A series of manual probes will also be completed in the limits of the extension. The SPT borings and manual probes will be completed in accordance with the FDOT Soils and Foundation Handbook.

C. Sign Structures

The Consultant shall perform six (6) additional SPT borings to a depth of 50 feet to support the design of three overhead truss sign structures that will need to be added based on the limits of the profile adjustment. The SPTs boring

will be completed in accordance with the FDOT Soils and Foundation Handbook

Provide the design soil profile that includes the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review the design for geotechnical compatibility and constructability.

D. Stormwater Ponds

The Consultant shall perform ten (10) additional SPT borings to a depth of 20 feet and four (4) additional SPT borings to a depth of 30 feet to support modifications to seven existing stormwater pond sites along the corridor associated with the drainage design. The SPT borings will be completed in accordance with the FDOT Soils and Foundation Handbook and will support design/permitting efforts and will be used for evaluating the suitability of the excavated materials for embankment construction.

4.6 Contamination Impact Analysis – N/A

4.7 Pavement Design – N/A

4.8 Borrow Pits – N/A

4.9 Governmental Agency and Public Meetings – N/A

4.10 Environmental Permits – N/A

4.11 Utilities – N/A

4.12 Roadway Design

4.13 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Walls

a. Design and analysis of steel sheet pile wall with concrete facing between SR 528 and Innovation Way ramp.

2. Drainage

a. Design and analysis of box culvert extension:

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant

shall:

1. Design median and outside ditches for the modified profile.

2. Extend the ditch design limits to match the extended project limits.

3. Redesign the Pond Inflow/Ditch Outfall Systems for the 8 ponds impacted by the profile revision and project limits extension.

4. Box Culvert Extension.

4.15 Roadway Lighting

A. The Consultant shall accommodate additional lighting impacts related to increased project limits at the east end of the project, which includes:

1. Voltage Drop Calcs for 2 additional load centers.

2. Arc Flash and Short Circuit analysis at two additional load centers.

3. Two additional service point details.

4. Two additional remote drive details, three conduit details, two pull box details, and two cable distribution details.

4.16 Traffic Engineering

A. Maintenance of Traffic Plans

1. The Consultant shall prepare Level II TTCP for the extension of the project limits, including temporary lighting and drainage.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare signing and pavement marking design for the extended project limits.

4.18 Signalization Plans

A. The Consultant shall modify the existing signal at the SR 528 EB off-ramp at Innovation Way, which includes:

1. Updating the Signal Operation Plan

2. Updating signal timings.

3. Modifying the existing signal to accommodate a new ramp lane.

4.19 Right-of-Way Surveys – N/A

4.20 Cost Estimates

4.21 Special Provisions and Specifications – N/A

4.22 Fiber Optic Network (FON)

A. The consultant shall accommodate the additional FON impacts related to increased project limits on the east end of project, including:

1. Power Design and Arc Flash for one additional Load Center
2. Voltage Drops
3. ITS Design for one new WWD site at SR 528 EB off-ramp to Innovation Way, one TMS to remain, one DCS to remain, one load center to be modified.
4. FON Design to accommodate permanent and temporary design of 0.378 miles of additional impacts.
5. Fiber splicing for the new WWD site.
6. Service point detail for the additional Load Center.

4.23 Toll Plazas – N/A

4.24 Post-Design Services – N/A

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

WBQ DESIGN & ENGINEERING, INC.

DESIGN CONSULTANT SERVICES FOR
SR 528 WIDENING FROM SR 417 TO INNOVATION WAY

PROJECT 528-161, CONTRACT NO. 001697

CONTRACT DATE: AUGUST 12, 2021
CONTRACT AMOUNT: $3,600,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

FOR

SR 528 WIDENING FROM SR 417 TO INNOVATION WAY
PROJECT 528-161

DESIGN SERVICES

CONTRACT NO. 001697

AUGUST 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 528-161
Contract No. 001697

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 12th day of August 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and WBQ Design & Engineering, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 201 N. Magnolia Ave., Suite 200, Orlando FL, 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from SR 417 to Innovation Way identified as Project No. 528-161 and Contract No. 001697.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Base Consultant, Inc. – Class I	The Balmoral Group – Class I
DRMP, Inc. – Class I	M.G. Vera & Associates, Inc. – Class I & II
RS&H, Inc.– Class I	Tierra, Inc. – Class II

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $3,600,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any

subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 201 N. Magnolia Ave., Suite 200, Orlando FL, 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the

resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of

that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and

furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or

his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid,

proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."
Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
22.4. been engaged in business operations in Cuba or Syria; or
22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in

whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: WBQ DESIGN & ENGINEERING, INC.
201 N. Magnolia Ave., Suite 200
Orlando FL, 32801
Attn: Derek C. Burke, P.E., President

WBQ DESIGN & ENGINEERING, INC.
201 N. Magnolia Ave., Suite 200
Orlando FL, 32801
Attn: Troy Vargas, P.E.

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart

Exhibit “E”, Project Location Map
Exhibit “F”, Project Schedule
Exhibit “G”, Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 528-161
Contract No. 001697

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 August 12, 2021.

WBQ DESIGN & ENGINEERING, INC.

BY: _____
Authorized Signature

Print Name: Derek Burdo

Title: President

ATTEST: _____ (Seal)
Secretary or Notary

JENNIFER R QUIGLEY
Notary Public – State of Florida
Commission # GG 131161
My Comm. Expires Nov 30, 2021
Bonded through National Notary Assn.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2021.08.19 17:09:57 -04'00'
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.

Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.08.19 16:47:46 -04'00'

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

PROJECT SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 528 WIDENING FROM S.R. 417 to Innovation Way

PROJECT NO. 528-161

IN ORANGE COUNTY, FLORIDA

April 21, 2021

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

A. See Widening Concept Roll Plots.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 outside widening from SR 417 to Innovation Way. Specifically, the project consists of widening to the outside to accommodate an additional general use travel lane in each direction, widening to the inside to accommodate the appropriate inside shoulder width, replacement of the concrete pavement through the ORT tolling zone, and re-alignment of the westbound entrance ramps from Innovation Way to accommodate a future widening project to the east. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings/Documents for the proposed SR 528 outside widening from west of SR 417 to east of Innovation Way. Milling and resurfacing limits are to begin at the construction limits (approximately Sta. 975+00 WB and 1005+00 EB) and end east of the Innovation Way bridge over SR 528 (approximately Sta. 1225+00).

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and support for the preparation of the environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, edition and updates as specified by CFX.

2. The CFX Design Guidelines (Latest Edition)

3. The FDOT Standard Plans

4. The FDOT Design Manual

5. The FDOT Basis of Estimates Handbook

6. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book)

7. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30’	24° 45’ Loop 8° 15’ Diamond 8° 15’ Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers	70:1	50:1	
Transitions	Use spirals for curves > 1° 30’	Use spirals for curves > 1° 30’	Use spirals for curves > 1° 30’
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 (AASHTO)	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 (AASHTO)	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4* paved)
Left	8 (4 paved)	6 (2 paved)	2 (2 paved) * min. 5' paved
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6(or more)-Lanes	Dual Lane	
Right	12	10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (6-lane), ft. (E.O.P./E.O.P.)	50’ (typical with guardrail	N/A	22’ or 40’
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per FDOT Design Manual 211.15.
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 outside widening from the SR 417 interchange to the Innovation Way interchange. Specifically, the project consists of milling and resurfacing the existing pavement within the limits of the Temporary Traffic Control temporary marking limits from west of SR 417 to east of Innovation Way, widening to the outside for the additional general use lane in each direction, and widening to the median to accommodate appropriate inside shoulder width. Widening and ramp re-alignments to accommodate the widening will be necessary at the SR 417 interchange, Beachline Main toll plaza, and the Innovation Way interchange. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, USACE, and the applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the

following items:

1. Overall widening concept
2. Typical Section analysis at Toll Plaza Gantry
3. Pavement Evaluation by CFX/GEC
4. Drainage and permitting approach
5. Hydroplaning Analysis
6. Adjacent project coordination with 528-160, 417-150, and rail construction by AAF (Brightline Trains)
7. Contra-Flow Coordination

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

The Consultant shall utilize existing survey data from Project Nos. 528-160 and 417-150. The survey effort for this project will include field survey of the additional project area not covered by the existing survey and to merge the existing data into combined DGN and TIN file for the project.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files will be provided to design team by CFX/GEC. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files provided to design team by CFX/GEC, and control established in Task 27.1 and Task 27.2 to prepare CTL/PNC sheets for Design Plans.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals. (Included in CTL/PNC sheets)

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.

2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.

4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.

5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys – N/A

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys – N/A

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC (includes surveying flagging for surface waters or roadside ditches).
No delineation exhibit was provided by CFX's GEC, therefore no wetland flagging is included.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties – N/A

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. The Consultant shall review existing geotechnical data from adjacent projects and provide additional geotechnical investigations as required for the project.

C. Investigations shall be performed with minimal disruption of the normal

traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

D. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundations, groundwater and estimated seasonal high groundwater levels, providing necessary geotechnical design parameters to the project Drainage Engineer to evaluate pond drawdown and recovery, pH and resistivity testing of soil and/or surface water to identify environmental classification required for various design considerations, soil shrink/swell characteristics, slope stability in embankment/excavation locations, evaluating the availability of structural fill materials, location and depths of unsuitable material (muck), or other deleterious materials, providing design alternatives based on geotechnical findings; design values for temporary sheet pile walls; allowable design loads or pressures for each foundation type, corrosion testing for structures and geotechnical parameters to aid in the design of foundations for sign structures.

E. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

F. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

G. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

H. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis – N/A

4.7 Pavement Design

A. The CFX/GEC shall provide the pavement design in accordance with the requirements of the FDOT Pavement Design Manual.

4.8 Borrow Pits – N/A

4.9 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine- digit

zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. Pre-application meetings with SFWMD and SJRWMD

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The

Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the *Preliminary Engineering Memorandum* and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Typical roadway details
8. Plans and profiles (plans at 1" =50' scale)
9. Interchange layout plans
10. Ramp Terminal Details (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
11. Roadway and Pond cross sections
12. Traffic Control Sheets including Temporary Drainage
13. Utility Adjustment Sheets
14. Details
15. Special provisions
16. Special specifications

4.13 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Sign structures:

a. Structural evaluation of the following existing structures:
   i. See Concept Roll Plot for sign structures to remain (Additional sign area less than 20%)
   ii. Toll gantry truss at Beachline Main Plaza (Additional sign area less than 20%)
   iii. Condition Evaluation and Ancillary Structures Report for 5 existing overhead span sign structure and 1 existing overhead cantilever sign structure. Assume that ground mounted signs, aluminum light poles, and CCTV poles are not included in Condition Evaluation. Assumes existing plans are available. Also, Ancillary Structures Report for items listed in Condition Evaluation.

b. Design of sign structures:

i. 5 Overhead Cantilever
ii. 4 Overhead Truss
iii. Up to 4 Multi-Post ground mount signs

2. Lighting

   a. 1 Structural lighting detail not covered by Standard Plans. Assumed for closing up barrier gaps for at grade median light poles.

3. ITS

   a. CCTV pole foundation designs for 50’ and 60’ tall poles.
   b. TMS pole foundation designs for 30’ and 40’ tall poles.

4. Walls

   a. Design 600’ long steel sheet pile wall with concrete facing between SR 528 and Innovation Way ramp.

5. Drainage

   a. Design of box culvert extension:
   (2) 8’ x 3’ Concrete Box Culvert near Sta. 1164+00 to be extended and connected to box culvert that run under the AAF tracks with provisions for outfalls to the linear ponds on both sides.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.

2. Substantial pond design at the 30% submittal. Modify existing ponds for additional treatment for the widening, concurrence when widening included in the existing permit, and design of new ponds as necessary.

3. Notify CFX’s Project Manager immediately if any deviation from approved design criteria is anticipated.

4. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

5. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

6. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing

drainage concerns include: None at this time.

7. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor impacted by the widening, overhead sign lighting and wall/pier mount, underdeck lighting. Plan sheet scale shall be at 1"=50' scale.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

- Cover sheet (key sheet)
- Tabulation of Quantities
- General notes
- Pole data and Legend sheet
- Project Layout sheet
- Plans sheets (plans at 1” =50’ scale)
- Service point detail
- Special Details

4.16 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Traffic Data Analysis will be furnished by CFX and include an AM and PM peak weaving analysis at the seven (7) ramp terminals including the toll

plaza ramps along the project. Results of analysis will be used to validate the concept(s) included with the PDR.

C. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.

E. A roll plot of the proposed signing and pavement markings is required with the PDR and 60% Plans submittals

4.18 Signalization Plans – N/A

4.19 Right-of-Way Surveys

A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 90%, 100%, and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" = 50'. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note)
2. Fiber optic network (FON) plans shall include the following:

    a. Roadway geometry
    b. Rights-of-Way
    c. Existing utilities within the right-of-way including CFX's FON
    d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
    e. Manhole/Pull box locations and stub-out details (standard details provided)
    f. Device layout
    g. Device installation details
    h. Conduit installation details (standard details provided)
    i. Fiber optic cable route marker detail (standard details provided)
    j. Fiber count per conduit
    k. Communications interconnect

l. Connectivity with the FON backbone conduits

m. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.

n. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.

o. Design Methodology Report shall include voltage drop calculation and typical cabinet load summary table Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.

p. Grounding

q. Table of quantities

r. Special notes

s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

u. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.

v. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.

w. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).

x. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.

y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

z. Replace existing EB and WB backbone/feeder conduit and place within proposed outside shoulder widening.

aa. Relocation of existing mainline wrong way detection site (WWDS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to relocate or replace the existing site and any necessary attachment details, power service, fiber optic connections, and cabinets (standard details provided).

bb. Provide a ramp wrong way detection site (WWDS) at the SR 528 Eastbound off-ramp to Innovation Way

3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments.
b. Minimize traffic impact.
c. Accessibility and ease of equipment maintenance.
d. Safety of equipment maintenance personnel and the traveling public.
e. Maintain the existing FON system through all phases of construction.
f. Environmental conditions.
g. Concurrent/future CFX projects.
h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

A. This proposal includes modifications and/or improvements to the existing toll plazas, including any associated equipment and gantry systems.
- New wireways on existing gantry
- Conduits from gantry to existing tunnel
- Loop conduits from new pavement to existing tunnel
- Structural penetrations of existing tunnel

B. New concrete pavement is to be included at the mainline tolling point in accordance with current CFX preferences.
- Toll pavement to be coordinated with TEC/CFX Tolls
- Pavement and loop conduit design will accommodate no more than 2 TEC loop layout variations

4.24 Post-Design Services – Not included at this time.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.3 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's

Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.

7. Geotechnical report.

8. Hydraulics Report for each bridged stream crossing.

9. Earthwork calculations not included in the quantity computation booklet.

10. Calculations showing cost comparisons of various alternatives considered, if applicable

11. Computations of quantities.

12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.

13. Lighting and voltage drop calculations.

14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (Electronic file transfer with all files in pdf format)

2. 30% Roadway Plans (Electronic file transfer with all files in pdf format)

3. 60% Roadway and specifications, Geotechnical Report (Electronic file transfer with all files in pdf format and CAD files in DGN format)

4. 90% Roadway and specifications (Electronic file transfer with all files in pdf format and CAD files in DGN format)

5. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file transfer with all files in pdf format and CAD files in DGN format)

6. Pre-Bid Plans (Electronic file transfer with all files in pdf format and CAD files in DGN format. Submit final hard copies of reports to the CFX project manager)

7. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) Electronic file transfer with all files in pdf format and CAD files in DGN format)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Plans Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

a. Location map shown complete with destinations, ranges and townships.
b. Beginning and ending stations shown.
c. Any equations on project shown.
d. Project numbers and title shown.
e. Index shown.

2. Drainage Map Prepared

a. Existing culvert sizes and elevations.
b. Horizontal alignment shown.
c. Drainage areas and flow arrows shown.

d. High water information shown.
e. Beginning and end stations shown along with any equations on project.
f. Interchange supplemental maps prepared.

3. Typical Section Sheets

a. Ramp typical sections developed.
b. Pavement structure shown.
c. Special details developed.
d. General notes shown.

4. Plan and Profile Sheets

a. Centerline plotted.
b. Reference points and benchmarks shown.
c. Existing topography.
d. Base line of surveys, curve data, bearings, etc. shown.
e. Beginning and end stations (project and construction).
f. Geometric dimensions.
g. Proposed and existing limited access right-of-way lines.
h. Existing ground line.
i. Proposed profile grade.
j. Type, size and horizontal location of existing utilities.
k. Drainage structures and numbers are shown
l. Drainage ponds are shown.
m. Conceptual sign structure locations are shown

5. Cross Sections

a. Existing ground line.
b. Preliminary templates at critical locations (not to exceed 500 feet).
c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Preliminary Traffic Control

a. General Notes
b. Phasing Typical Sections/Notes
c. Detour Plans

8. Right-of-Way Control Survey

9. Signing and Pavement Markings

    a. Striping layout.
    b. Sign structure locations.
    c. Roll plot with guide sign panels shown.

7.15 60% Plans Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

    a. Project description and number shown.
    b. Equations, exceptions, and bridge stations shown.
    c. North arrow and scale included.
    d. Consultant and CFX sign-off included.
    e. Contract set index complete.
    f. Index of sheets updated.

2. Drainage Maps

    a. Flood data shown.
    b. Cross drains and storm sewer shown.
    c. Bridges shown with beginning and ending stations.
    d. Interchange supplemental sheets updated.

3. Typical Section Sheets

    a. All required typical sections are included.
    b. Limited access right-of-way lines are shown.
    c. Design speed and traffic are shown.
    d. Special details have been completed.
    e. Station limits of each typical section are shown.

4. Plan and Profile Sheets

    a. Match lines shown.
    b. Limited access right-of-way lines shown.
    c. Stations and offset shown for all fence corners and angles.

d. All work shown should be within right-of-way or proposed easement.
e. Drainage structures and numbers are shown.
f. Drainage ponds shown.
g. Proposed sign structures are shown
h. Curve data and superelevation included.
i. Pavement edges, shoulders and dimensions shown.
j. Project and construction limits shown.
k. Bridges shown with beginning and ending stations.
l. General Notes.

5. Drainage Structures

a. Drainage structures plotted and numbered.
b. Station location and offsets identified.

6. Cross Sections

a. Templates are shown at all stations.
b. Limited access right-of-way lines are shown.
c. Cross section pattern sheet included.
d. Miscellaneous notes included.
e. Boring profiles.

7. Interchange Layouts, Ramp Profiles, and Intersection Details

a. Geometric data shown.
b. Profiles finalized.
c. Coordinate data shown.
d. Limited access right-of-way lines shown.
e. Curve data shown.
f. Bearings and bridges shown.
g. Crossroads, frontage roads, and access roads shown.
h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.16 90% Plans Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

   a. Length of Project with exceptions shown.
   b. Index of sheets updated.

2. Drainage Maps

   a. Drainage divides, areas and flow arrows shown.
   b. Elevation datum and design high water information shown.
   c. Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

   a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
   b. Limits of side road construction.
   c. Angle and stationing for intersections.
   d. Treatment for non-standard superelevation transitions diagramed.
   e. General notes shown.
   f. Special ditches profiled.

5. Drainage Structures

   a. Existing structures requiring modifications are shown.
   b. Existing and proposed utilities are shown.

6. Soil Borings

   a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

   a. Scale and special ditch grades shown.
   b. Utilities plotted.
   c. Sub-excavation shown.

d. Volumes computed and shown.

8. Utility Relocation Plans

a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Structures Plans

15. Selective Clearing and Grubbing (if required)

7.17 100% Roadway, Bridge, and Structural Plans

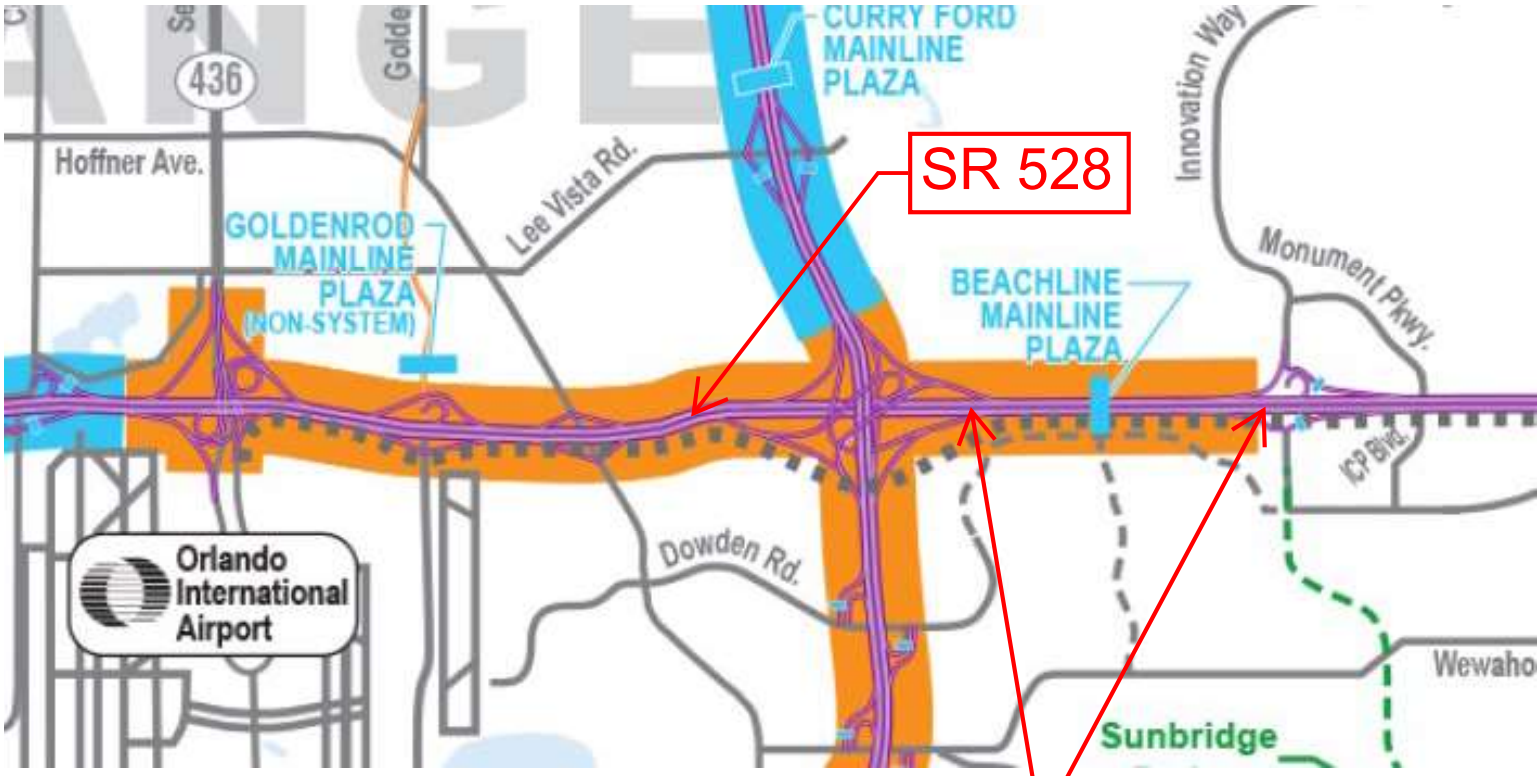
A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.18 Pre-Bid Plans

7.19 Bid Set

EXHIBIT E

PROJECT LOCATION MAP


436
Hoffner Ave.
GOLDENROD
MAINLINE
PLAZA
(NON-SYSTEM)
Lee Vista Rd.
CURRY FORD
MAINLINE
PLAZA
SR 528
Innovation Way
Monument Pkwy.
BEACHLINE
MAINLINE
PLAZA
ICP Blvd.
Orlando
International
Airport
Dowden Rd.
Wewaho
Sunbridge
Project Limits

CONSENT AGENDA ITEM
#12

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 4 with Scalar Consulting Group, Inc. for Design Consultant Services for SR 528 Widening from Goldenrod Road to Narcoossee Road
Project No. 528-168, Contract No. 001742

Board approval of Supplemental Agreement No. 4 with Scalar Consulting Group, Inc. for a not-to-exceed amount of $61,747.05 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes design services associated with the construction plans.

Original Contract	$2,135,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 107,824.96
Supplemental Agreement No. 3	$ 116,887.10
Supplemental Agreement No. 4	$ 61,747.05
Total	$2,421,459.11

This contract is included in the Five-Year Work Plan.

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this _____ day of_____, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 8, 2022, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated December 8, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated June 8, 2023 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 6, 2023, letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $42,095.87 to $1,588,984.61.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $19,651.18 to $832,474.50 as follows:
        - The Balmoral Group $7,867.64
        - ECHO $11,783.54
    d. The Allowance is remains unchanged at $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $61,747.05 to $2,421,459.11.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

SCALAR CONSULTING GROUP INC.

By: _____

Print Name: _____

Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Dewberry

MEMORANDUM

Date: December 13, 2023

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001742
CFX Project No. 528-168
SR 528 Widening from Goldenrod Rd to Narcoossee Rd
Supplement Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on December 6, 2023 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 4 is to provide professional services for construction documents for the widening of SR 528 including additional ditch grading, drainage, and utility relocation/coordination efforts.

Final Contract Fee request is attached and costs are detailed below:

$	42,095.87	in Labor Cost
$	0.00	in Direct Cost
$	19,651.18	in Subconsultant Cost
$	61,747.05	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $61,747.05.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

Project 528-168
Contract No. 001742

Scalar Consulting Group Inc.
2301 Maitland Center Parkway, Suite 200
Maitland, FL 32751
Tel: 407.440.3512

December 06, 2023

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Fl 32807

Re: **SR 528 Widening from Goldenrod Road to Narcoossee Road**
CFX Contract No. 001742
CFX Project No. 528-168
Supplemental Agreement #4

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. After the Pre-Bid design phase of this project, CFX asked that the following scope of work to be performed for the project design services:

1. Analyze and design the Ramp N-A ditch to accommodate the new fence delineation of the SR 528 Limited Access Right-of-Way.
2. Analyze and redesign the drainage design along the mainline and Ramp G-D1 to eliminate skewed crossings. This involves revisions to the ramp terminals, profiles, cross sections, side slopes, and cross slope corrections.
3. Drainage revision which includes new calculations for the North Swales to avoid existing utilities and tie into the new drainage design.
4. Additional vvh investigations are to be performed to resolve the new utility conflicts identified due to the revised drainage design. Additional utility coordination is anticipated for 3 utility agencies.
5. Attend meetings with CFX to address the request changes.

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is $ 61,747.05; see attached detailed staff hour and fee breakdown. The new proposed Bid date is April 1, 2024 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

Truong A. Trinh, P.E.
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #4
Contract No. 001742
SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
Project NO. 528-168
Orange County

1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

1.3 Purpose

The purpose of this supplemental agreement is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

4.0 WORK PERFORMED BY CONSULTANT

The consultant will be responsible for furnishing the respective design services as follows:

4.4 Survey and Mapping

- **Task No. 27:**
  - Recover existing horizontal and vertical control.
  - Perform Quality Level "A" test holes at 9 locations per EOR.
  - Survey utility test holes and provide utility reports.

4.10 Utilities

- **Task No. 7.6:**
  - Anticipate meeting with AT&T Transmission, OUC Distribution and CFX.
- **Task No. 7.7:**
  - Collect and review Plans (RGBs) from 3 UAOS (OUC Distribution, OUC Transmission and AT&T Transmission) in association with fence relocation to LA R/W along Ramp N-A (WB On-Ramp from Narcoossee Road) and S-31 to S-30 drainage pipe installation.
- **Task No. 7.10:**
  - Review RGB's and Utility Work Schedules.
- **Task No. 7.11:**
  - Follow-up coordination with OUC Distribution and AT&T Transmission.
- **Task No, 7.12:**
  - Constructability review of proposed Utility relocation against proposed improvements.

4.11 Roadway Design

- The CONSULTANT shall analyze and design the ditch along Ramp N-A and the fence relocation along the L.A. Right-of-Way limits. This effort includes ditch cross section redesign, fence relocation and quantities, and utility relocation.

- The CONSULTANT shall prepare the following design and plan sheets for the roadway improvements, including, but not limited to:

    - Typical Section Details
    - Plan Sheets
    - Cross Sections
    - Utility Adjustment Sheets

4.13 Drainage Design

- CFX directed the CONSULTANT to respond to SFWMD permit Request for Information (RAI), specifically regarding nutrient removal analysis and to provide 150% treatment for new treatment areas. Note: both the -160 and -143 projects did not have this requirement and were assumed not required for this project.

- CFX directed the CONSULTANT to redesign the north side of the LA fence work along the WB entrance ramp from Narcoossee Rd, including regrading of the ditch to be dry and maintainable like the North Swale.

    - Evaluate the remnant ditch for capacity.
    - Evaluate a ditch/pipe system for capacity including a full pipe network to handle the flows.
    - This area is a FEMA Flood Zone A along the existing ditch, so floodplain impacts will be evaluated.
    - Floodplain elevations will be determined, impacts calculated, and compensation may be required, or a LOMR to remove the area from the floodplain.

- CFX directed the CONSULTANT to redesign the drainage adjacent to Ramp G-D1 including removing drainage pipes, introducing additional inlets and a new crossing, and introducing bubble up structures along the North Swale.

    - Evaluate the bubble up structure locations along the North Swale to avoid existing utilities.
    - Eliminate skewed crossings and introduce the perpendicular crossing.

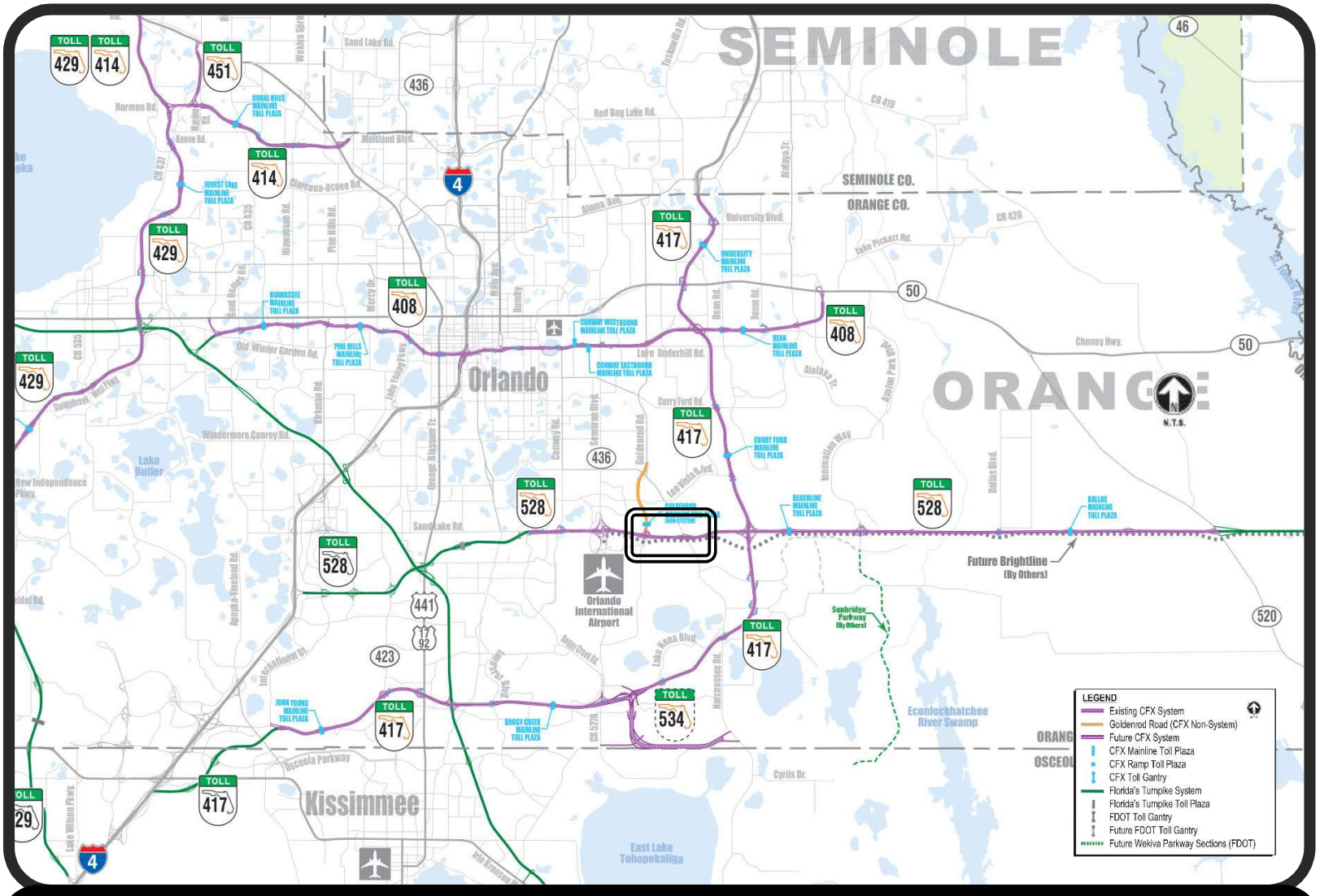
7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Agreements to date.

8.0 Compensation

For completion of Design Services as required and as described in the Scope of Services and Fee Schedule, the CONSULTANT shall be paid:

Task	
Design Services (Limiting Amount)	**$ 61,747.05**



Project Location Map for
SR 528 Widening from Goldenrod Road to Narcoossee Road (528-168)

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 8th day of June, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 8, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated December 8, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the

Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 8, 2023 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $98,039.11 to $1,546,888.74.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $18,847.99 to $812,823.32 as follows:
        - The Balmoral Group $18,847.99
    d. The Allowance is remains unchanged at $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $116,887.10 to $2,359,712.06.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.06.29 11:27:36 -04'00'
Aneth Williams, Director of Procurement

SCALAR CONSULTING GROUP INC.

By: Aniruddha S Gotmare Digitally signed by Aniruddha S Gotmare Date: 2023.06.14 09:24:29 -04'00'
Print Name: Aniruddha Gotmare, P.E.
Title: CEO

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.06.22 16:33:54 -04'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: May 8, 2023

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001742
CFX Project No. 528-168
SR 528 Widening From Goldenrod Rd to Narcoossee Rd
Supplement Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on May 8, 2023 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 3 is to provide professional services for construction documents for the widening of SR 528 including additional profile and ramp terminal design, coordination, temporary traffic control efforts.

Final Contract Fee request is attached and costs are detailed below:

$	98,039.11	in Labor Cost
$	0.00	in Direct Cost
$	18,847.99	in Subconsultant Cost
$	116,887.10	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $116,887.10.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

Project 528-168
Contract No. 001742

Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Tel: 407.440.3512

May 8, 2023

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Fl 32807

Re: **SR 528 Widening from Goldenrod Road to Narcoossee Road**
CFX Contract No. 001742
CFX Project No. 528-168
Supplemental Amendment #3

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. After the 60% design phase of this project, CFX asked that the following scope of work to be performed for the project design services:

1. Analyze and design the SR 528 Westbound Mainline profile, Ramp G-A, Ramp G-D1, and Ramp G-D2
2. Analyze and design for the ramp terminals, cross sections, side slopes, and cross slope corrections.
3. Design temporary traffic control to account for the revised profiles and pavement overbuild.
4. Drainage revision which includes new calculations for the North Swales from dry retention to ditch type conveyance.
5. Attend meetings with CFX to address the request changes.

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is $116,887.10; see attached detailed staff hour and fee breakdown. The new proposed letting date is November 23, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

Truong A. Trinh, P.E.
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AMENDMENT #3
Contract No. 001742
SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
Project NO. 528-168
Orange County

1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

4.0 WORK PERFORMED BY CONSULTANT

The consultant will be responsible for furnishing the respective design services as follows:

4.11 Roadway Deign

- The CONSULTANT shall analyze and design the SR 528 Westbound mainline profile, associated adjacent ramps including Ramp G-A, Ramp G-D1, and Ramp G-D2 at the Goldenrod Road interchange. Additional design efforts include cross sections, side slopes, ramp terminal details, and cross slope correction. The supplement amendment also includes analysis of the temporary traffic control for pavement overbuild instead of reconstruction.

- The following are the design efforts by the CONSULTANT:

    - Profile Iteration No. 1: Raise the SR 528 Westbound mainline profile to accommodate grade break criteria without reducing base clearances along Ramp G-A, G-D1, and G-D2. This design was deemed constructable with overbuild and reconstruction approach methods.
    - Profile Iteration No. 2: Lower the SR 528 Westbound mainline profile while maintaining the Ramp G-A, G-D1, and G-D2 profiles to reduce overbuild costs and reconstruction limits. A maximum overbuild of 6-inches shall be used for constructability. This design was deemed constructable with overbuild and reconstruction approach methods.
    - Profile Iteration No. 3: Lower the SR 528 Westbound mainline profile while lowering the Ramp G-A, G-D1, and G-D2 profiles to reduce overbuild costs and reconstruction limits. The base clearance shall be

reduced to a minimum of 1-foot. This design was deemed constructable with overbuild and reconstruction approach methods.

- Profile Iteration No. 4: Lower the SR 528 Westbound mainline profile while lowering the Ramp G-A, G-D1, and G-D2 profiles to reduce overbuild costs and avoid mainline reconstruction. Ramp G-A and G-D1 shall be reconstructed to achieve grade break criteria. A maximum overbuild of 12-inches should be used for constructability. This design was deemed constructable with the overbuild approach.
- Develop and modify cross sections for overbuild and reconstruction approaches.
- Perform coordination, review TTCP geometry and prepare roll plot exhibits for overbuild and reconstruction approaches.
- Perform additional TTC analysis in association with mainline reconstruction vs. overbuild approach.
- Review various iterations of profile grade change (12” to 22”) against unanticipated geometric constraints.
- Develop and modify cross sections for reconstruction approach; modify cross sections for overbuild for revised pavement elevations and temporary pavement.
- Perform coordination, review roadway geometry, and prepare exhibits for reconstruction approach.
- Update TCP and re-evaluate temporary drainage and temporary barrier spread calculations.
- Perform additional FAA coordination for unanticipated light pole height modification from 15-feet to 30-feet.

- The CONSULTANT shall prepare the following design and plan sheets for the roadway improvements, including, but not limited to:

  - Typical Sections and Typical Section Details
  - Profile sheets
  - Plan sheets
  - Ramp Terminal Detail sheets
  - Cross Sections
  - Traffic Control Sheets

4.13 Drainage Design

- CFX directed the CONSULTANT to develop calculations and plans for converting the proposed dry retention area designated as North Swale to an expanded ditch type conveyance to make sure the area remains dry for maintenance.

- CFX directed the CONSULTANT to redesign the profiles for Ramps G-A, G-D1, and G-D2 (see item 4.11). The revised profile resulted in 19 new drainage structures, 19 re-designed drainage structures and 5 structures to be removed

from the design. The revised design requires changes to the drainage maps, drainage layouts, and drainage structure sheets. Calculations include updates to spread analysis, storm tabulation and redesign of the McCoy Road swale (1,700-feet).

- The CONSULTANT shall assist CFX in coordination with GOAA for approval of the stormwater design to receive GOAA approval.

7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

8.0 Compensation

For completion of Design Services as required and as described in the Scope of Services and Fee Schedule, the CONSULTANT shall be paid:

Task	
Design Services (Limiting Amount)	**$116,887.10**

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 8th day of December, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 8, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 10, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $91,994.28 to $1,448,849.63.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $25,776.04 to $793,975.33 as follows:
        - The Balmoral Group $18,724.83
        - Antillian $4,857.86
        - Premiere Lighting $2,193.35
    d. The Allowance is adjusted downward by $9,945.36 to $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $107,824.96 to $2,242,824.96.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had

been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

SCALAR CONSULTING GROUP INC.

By: _____
Print Name: Aniruddha Gotmare, P.E
Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.12.12 12:13:51 -05'00'

Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: November 11, 2022

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001742
CFX Project No. 528-168
SR 528 Widening From Goldenrod Rd to Narcoossee Rd
Supplement Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on November 10, 2022 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 2 is to provide professional services for construction documents for the widening of SR 528 including additional profile and ramp terminal design, coordination, and additional design and permitting efforts.

Final Contract Fee request is attached and costs are detailed below:

$	91,994.28	in Labor Cost
$	0.00	in Direct Cost
$	25,776.04	in Subconsultant Cost
$	117,770.32	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $117,770.32.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

Project 528-168
Contract No. 001742

Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Tel: 407.440.3512

November 10, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Fl 32807

Re: **SR 528 Widening from Goldenrod Road to Narcoossee Road**
CFX Contract No. 001742
CFX Project No. 528-168
Supplemental Amendment #2

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. During the 60% design phase of this project, CFX asked that the following scope of work to be performed for the project design services:

1. Analyze and design wetland impacts within the L.A. R.W limits.
2. Analyze and design for the SR 528 Westbound pavement overbuild at the Goldenrod interchange
3. Extend Signing and pavement marking limits for the SR 528 and McCoy Road
4. Drainage revision which includes a new wet pond instead of north swale design
5. Permit package and coordination
6. Utility coordination
7. Traffic control design and analysis
8. Lighting design and analysis

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is $117,770.32; see attached detailed staff hour and fee breakdown. The new proposed letting date is August 20, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

Truong A. Trinh, P.E.
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AMENDMENT #2
Contract No. 001742
SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
Project NO. 528-168
Orange County

1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

4.0 WORK PERFORMED BY CONSULTANT

4.5 Geotechnical Investigation

- The CONSULTANT shall revise permit application forms 62-330.060(1) sections A, C, and E, and participate in internal and project level drainage facility impact coordination based on revised wetland impacts.

4.9 Environmental Permits

- The CONSULTANT shall perform additional borings along Ramp G-A and determine the water table and seasonal water table. The results of the geotechnical investigation will be included in the geotechnical report and will be used for the ramp profile design.

4.10 Utilities

- The Consultant shall contact all utility owners to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. This supplement includes submitting pre-30% plans to all UAOs to generate facility markups and perform coordination and follow up meetings.

4.11 Roadway Deign

- The Consultant shall update the ramps design including horizontal and vertical

alignments, cross section, borders, side slopes, ramp terminal details, interchanges, and limited access points. The supplement amendment also includes analysis of temporary traffic control and pavement overbuild design along SR 528 Westbound travel lanes at the Goldenrod interchange for the ramp gores design.

- The CONSULTANT shall prepare the following design and plan sheets for the roadway improvements, including, but not limited to:
    a. Typical Sections
    b. Cross Sections
    c. Roadway Plan Sheets
    d. Ramp Terminal Detail sheets
    e. Traffic Control Sheets
    f. Utility Adjustment Sheets

4.13 Drainage Design

- The CONSULTANT shall develop calculations and plans for roadside drainage ditches along Ramp G-A from station 216+00 to 227+20 +/-, along Ramp G-D1 from station 4839+00 to 4855+00, and along the WB mainline from station 855+00 to 898+50 +/-.

- The CONSULTANT shall develop calculations and plans for a wet detention pond in the SW quadrant of Goldenrod Road and SR 528 in the area between the EB SR 528 mainline and Ramp G-B. The pond will accommodate pond access and FAA riprap following the design of the ponds on the north side of SR 528 at this interchange. No calculations for nutrient analysis are included in this analysis.

4.14 Roadway Lighting

- The Consultant shall update the lighting design, including the lighting plan sheets and pole data table sheets, along Ramps G-A and G-D1 due to the removal of barrier wall proposed, initially, to eliminate nearby wetland impacts.

- The Consultant shall update the photometric and electric calculations along Ramps G-A and Ramp G-D1 due to the removal of barrier wall proposed, initially, to eliminate nearby wetland impacts. Additional items requiring updates include the Lighting Design Analysis Report (LDAR) and the Power Design Analysis Report (PDAR).

- Electrical loads and distances between poles are being revised for CKT's A-1 and A-8 by lighting discipline. Voltage drop calculations and electrical analysis (Short circuit, arc flash hazard analysis) are required to be revised due to this change. Service point details and panel schedules will be updated for these circuits, and new circuit mark ups will be provided to Prime on the affected lighting plan sheets: L-19 thru L-23, L-33 thru L-36.

4.16 Signing and Pavement Marking Plans

- The Consultant shall update the pavement markings to include:
    - Additional 500 feet west of McCoy Road
    - Additional 2,200 feet of SR 528 Mainline

All services as outlined in the Original Agreement, including any Supplemental Amendments to date, shall remain in full force and effect.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

Project 528-168
Contract 001742

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from Goldenrod Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 8th day of August, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021 ("Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 8, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $116,644.38 to $1,356,855.35.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $72,821.04 to $768,199.29 as follows:
        - Echo $29,942.39
        - Collier Engineering $26,868.37
        - Antillian $16,010.28
    d. The Allowance is adjusted downward by $189,465.42 to $9,945.36.
    e. The Total Maximum Limiting Amount remains unchanged at $2,135,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.08.08 11:47:00 -04'00'
Aneth Williams, Director of Procurement

SCALAR CONSULTING GROUP INC.

By: Aniruddha S Gotmare Digitally signed by Aniruddha S Gotmare DN: CN=Aniruddha S Gotmare, OU=A01410D00000173C06ED8D0000296B3, O=SCALAR CONSULTING GROUP INC., C=US Date: 2022.08.02 15:12:18-04'00'
Print Name: Aniruddha Gotmare, P.E.
Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.08.05 09:41:14 -04'00'
Diego "Woody" Rodriguez
General Counsel

"Exhibit A"

Project No. 528-168
Contract No. 001742

Dewberry

MEMORANDUM

Date: July 12, 2022

To: Jamison Edwards, PE, CFX Engineering Project Manager

From: James E. Bradford, PE JEB

Subject: Design Consultant Services - Contract 001742
CFX Project No. 528-168
SR 528 Widening From Goldenrod Rd to Narcoossee Rd
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on July 8, 2022 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 1 is to provide professional services for construction documents for the widening of SR 528 including additional survey, cross slope correction, coordination, additional design efforts.

Final Contract Fee request is attached and costs are detailed below:

$	116,644.38	in Labor Cost
$	0.00	in Direct Cost
$	72,821.04	in Subconsultant Cost
$	189,465.42	Total Requested

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of $189,465.42.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

"Exhibit A"

Project No. 528-168
Contract No. 001742

Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Tel: 407.440.3512

July 08, 2022

Jamison Edwards, P.E.
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Fl 32807

Re: **SR 528 Widening from Goldenrod Road to Narcoossee Road**
CFX Contract No. 001742
CFX Project No. 528-168
Supplemental Agreement #1

Dear Mr. Edwards:

Scalar Consulting Group Inc. appreciates the opportunity to provide services to CFX on this important SR 528 Widening project. During the initial design phase of this project, CFX asked that the following scope of work to be performed for the PDR and project design services:

1. FAA/GOAA Coordination and supports for the Runway lighting
2. Design analysis for the design concepts including roadway, drainage, and crash history
3. Cross slope and superelevation correction
4. Aesthetic design and plans
5. Miscellaneous structure design
6. Surveying
7. Geotechnical investigation

Supplemental services are required to accommodate the request for additional scope of works. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is $189,465.42; see attached detailed staff hour and fee breakdown. The new proposed letting date is May 16, 2023 and is pending for CFX's approval.

Please do not hesitate to contact me should you have any questions or comments (407.212.5424).

Best Regards,

Truong A. Trinh, P.E.
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #1
Contract No. 001742
SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD
Project NO. 528-168
Orange County

1.0 GENERAL

The Central Florida Expressway Authority (CFX) retained the CONSULTANT under the Original Agreement to provide design services for the SR 528 Widening from Goldenrod Road to Narcoossee Road in Orange County, Florida.

1.3 Purpose

The purpose of this supplemental amendment is to describe the scope of work and the responsibilities of the CONSULTANT and the CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

4.0 WORK PERFORMED BY CONSULTANT

4.3 Preliminary Design Report – Review

- The CONSULTANT shall coordinate and meet with the FAA/GOAA on the runway lighting coordination for runway lighting. This Supplemental Agreement includes evaluation and develop design alternative and cross sections for the Runway lighting. Additional coordination with FAA/GOAA on the R/W utilization permit and construction schedule activities.
- The CONSULTANT shall prepare the PDR with additional design analysis and alternatives on the following:
    1. Drainage and permitting approach
    2. Hydroplaning analysis
    3. 14 additional concept alternatives for the SR 528 at 65 mph vs. 70 mph and Ramp G-A and Loop Ramp G-D2,
    4. Crash data analysis
    5. Design elements comparison between FDM, AASHTO and CFX

4.4 Surveys and Mapping

- Supplemental Survey Area (due to new construction) Location 1 per "CFX SR 528 Widening (Goldenrod to Narcoossee) - SA1 042022.kmz" - Set and maintain 11 TML control targets along mainline and ramps through duration of scanning mission. Include X,Y,Z location via RTK GPS and differential levels.

- The CONSULTANT shall

a. Recover existing horizontal and vertical control
b. Provide topo/DTM of Supplemental Survey Area Locations #2-#7, per SA1 050222_ECHO.kmz.
c. Survey drainage structures west of Goldenrod, per SA1 050222_ECHO.kmz

- The CONSULTANT shall
  a. Provide Terrestrial Mobile LiDAR (TML) collection, processing, Topographic (3D) Mapping, CADD Edits, & Data Merging of Supplemental Survey Area Location 1 per "CFX SR 528 Widening (Goldenrod to Narcoossee) - SA1 042022.kmz".
  b. Scan Miles: SR 528 Eastbound Mainline: 1.4 scan mi., SR 528 Westbound Mainline: 1.4 scan mi., Ramps: 0.5 scan mi. Total: 3.3 scan mi.
  c. Includes extraction of breaklines and planimetric features (Light poles, guard rails, signs, etc.), visible drainage structures & the unobscured and accessible off pavement areas within location 1 limits and preparation of DTM. Mobile Lidar lateral limits include paved roadways and ramps and median areas along mainline. SS10 Compliant Deliverable.

4.5 Geotechnical Investigation

- The CONSULTANT shall
  a. Mobilize MOT and coring equipment; core pavement at 8 locations
  b. Mobilize drill rig and drill two soil-test borings to 40 feet for ITS CCTV poles, and conduct laboratory testing
  c. Assess subsurface conditions and soil corrosion potential, estimate soil properties, and estimated seasonal high groundwater level for CCTV pole foundation design
  d. Prepare Report of SPT Borings sheet for CCTV pole structures
  e. Expand roadway-soil-survey report and miscellaneous structures report to include core table, field and laboratory testing results, soil properties for CCTV pole foundations, and geotechnical recommendations as appropriate.

4.11 Roadway Design

- The CONSULTANT shall prepare the typical section details for cross slope and superelevation corrections and provide additional mainline and ramp profile sheets (including special ditches, splines grades for ramp terminals, etc.).

4.12 Structures Design

- The CONSULTANT shall develop the Aesthetic Plans for the project including both Goldenrod Road and Narcoossee Road overpass. Plans also include existing/ proposed barrier walls and MSE walls.

- The CONSULTANT shall provide the structural calculation for the existing overhead DMS Structure No. 75S875 and the replacement design.

7.0 ADMINISTRATION

All services as outlined in the Original Agreement, including any Supplemental Amendments to date, shall remain in full force and effect.

7.1 Central Florida Expressway Authority

- The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Amendments to date.

AGREEMENT

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

AND

SCALAR CONSULTING GROUP INC.

**DESIGN CONSULTANT SERVICES FOR
SR 528 WIDENING FROM GOLDENROD ROAD TO
NARCOOSSEE ROAD**

PROJECT 528-168, CONTRACT NO. 001742

**CONTRACT DATE: OCTOBER 14, 2021
CONTRACT AMOUNT: $2,135,000.00**

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM

FOR

SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD PROJECT 528-168

DESIGN SERVICES

CONTRACT NO. 001742

OCTOBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 528-168
Contract No. 001742

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 14th day of October 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codifie.d in Chapter 348, Part TIIof the Florida Statutes, hereinafter "CFX," and Scalar Consulting Group Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 2250 Lucien Way, Suite 120, Maitland, FL., 32751.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES *TO* BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from Goldenrod Road to Narcoossee Road identified as Project No. 528-168 and Contract No. 001742.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A",** Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A",** and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Scalar Consulting Group, Inc. Class I
Antillian Engineering Associates, Inc. Class II
The Balmoral Group, Inc. Class I
Comprehensive Engineering Services, Inc. Class I
Colliers Engineering & Design, Inc. d/b/a/ Maser Consulting Class I and Class II
ECHO UES, Inc. Class I and Class II
Premiere Lighting & Traffic, Inc. Class I

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $2,135,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 201 N. Magnolia Ave., Suite 200, Orlando FL, 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the

resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida

Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be

endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of

CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and

as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."
Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
22.4. been engaged in business operations in Cuba or Syria; or
22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT:
Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Truong Trinh, PE – Project Manager

Scalar Consulting Group Inc.
2250 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Aniruddha (Rudy) Gotmare, PE

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 528-168
Contract No. 001742

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on October 14, 2021.

SCALAR CONSULTING GROUP INC.

BY: _____
Authorized Signature

Print Name: Aniruddha Gotmare, P.E.

Title: President

ATTEST: _____ (Seal)
Secretary or Notary

WANDA CORDOBA
MY COMMISSION EXPIRES APRIL 29, 2025
#HH 087593
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2021.10.18 08:29:05 -04'00'
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.

Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.10.15 14:16:41 -04'00'

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

PROJECT SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 528 WIDENING FROM
Goldenrod Road to Narcoossee Road

PROJECT NO. 528-168

IN ORANGE COUNTY, FLORIDA

September 20, 2021

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

A. See Widening Concept Roll Plots.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 widening from Goldenrod Road to Narcoossee Road. Specifically, the project consists of widening to both the inside and outside to accommodate an additional general use travel lane in each direction, widening to the outside to accommodate an auxiliary lane between the Goldenrod Road and Narcoossee Road interchanges, and widening of the SR 528 bridge over Narcoossee Road to provide for a future 8-lane section. The final widening and lane configuration is to be coordinated with the adjacent projects 528-143, 528-160, 528-161, and the AAF/Brightline railroad construction. Coordination with GOAA/FAA will be required for their upgrade and replacement of the approach lights located within the SR 528 R/W.
Additional elements include milling, resurfacing, & overbuild, cross slope correction, surveying, bridge and wall painting, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings/Documents for the proposed SR 528 widening from west of Goldenrod Road to Narcoossee Road. Milling and resurfacing limits are to begin at the project interface with 528-143 and end at the approach to the SR 528 bridge over Narcoossee Road. Median ditch regrading is anticipated due to the existing crest profile over Narcoossee Road. Mill and resurface the ramps to the ramp terminal intersections with Goldenrod Road and Narcoossee Road.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, edition and updates as specified by CFX.

2. The CFX Design Guidelines (Latest Edition)

3. The FDOT Standard Plans

4. The FDOT Design Manual

5. The FDOT Basis of Estimates Handbook

6. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book)

7. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30’	24° 45’ Loop 8° 15’ Diamond 8° 15’ Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers	70:1	50:1	
Transitions	Use spirals for curves > 1° 30’	Use spirals for curves > 1° 30’	Use spirals for curves > 1° 30’
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 (AASHTO)	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 (AASHTO)	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4* paved)
Left	8 (4 paved)	6 (2 paved)	2 (2 paved) * min. 5' paved
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6(or more)-Lanes	Dual Lane	
Right	12	10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (6-lane), ft. (E.O.P./E.O.P.)	50' (typical with guardrail	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per FDOT Design Manual 211.15.
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 widening from Goldenrod Road to Narcoossee Road. Specifically, the project consists of widening to both the inside and outside to accommodate an additional general use travel lane in each direction, widening to the outside to accommodate an auxiliary lane between the Goldenrod Road and Narcoossee Road interchanges, and widening of the SR 528 bridge over Narcoossee Road to provide for a future 8-lane section. The final widening and lane configuration is to be coordinated with the adjacent projects 528-143, 528-160, 528-161, and the AAF/Brightline railroad construction. Coordination with GOAA will be required for their upgrade and replacement of the approach lights located within the SR 528 R/W.
Additional elements include milling, resurfacing, & overbuild, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FAA, USACE and/or DEP, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:

1. Overall widening concept
2. Pavement analysis
3. Drainage and permitting approach
4. Hydroplaning Analysis
5. Evaluation of guardrail replacement limits
6. Adjacent project coordination with 528-143, 528-160, 528-161, and rail construction by AAF (Brightline Trains)

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control

established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals along SR528 mainline alignment only.
2. The Bench Run will be based on closures between established benchmarks provided by the Authority and adjacent projects.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.

2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.

4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.

5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design. Limits include McCoy Road, and portions of S

Goldenrod Rd and Narcoossee Rd Eastbound and Westbound ramps.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design. (S Goldenrod Rd and Narcoossee Rd bridges)

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic

control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, soil borings for roadway widening, bridge widening, MSE wall, and sign structures, LBR testing, analysis of bridge foundation alternatives for review and selection of preferred foundation type, tailed analysis of the selected foundation type, groundwater levels, estimated seasonal high groundwater levels, and design high water levels as appropriate, location and depths of unsuitable material (muck), or other deleterious materials, providing design alternatives based on geotechnical findings; allowable design loads or pressures, or soil properties as appropriate for each foundation type, and soil-corrosion-potential testing for structural foundations..

D. The results of the geotechnical investigation shall be contained in Geotechnical Reports which shall be submitted to CFX's Project Manager for approval. The geotechnical investigations shall include necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

A. A Contamination Screening Evaluation Report for the project limits (including stormwater ponds and floodplain compensation sites) was removed from the scope as per CFX.

B. The testing of any sites for contamination or asbestos ("Level II testing"), if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits (excluding any wetland or species-related information).

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

4.10 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation

for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the *Preliminary Engineering Memorandum* and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Typical roadway details
8. Plans and profiles (plans at 1" =50' scale)
9. Interchange layout plans
10. Ramp Terminal Details (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
    a. Earthwork quantities
11. Traffic Control Sheets including Temporary Drainage
12. Utility Adjustment Sheets
13. Details
14. Special provisions
15. Special specifications

4.12 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Widening of existing bridges over Narcoossee road.
   Task includes bridges widening BDR and final design.
   Design includes new beams painting aesthetic requirements
2. Sign structures:
   a. Design of sign structures:
      i. Up to 6 New Overhead Cantilever
      ii. 1 New Overhead Truss
      iii. Up to 4 Multi-Post ground mount signs
3. Walls:
   a. MSE wall along McCoy Road and/or Westbound On-ramp from

Goldenrod Road to SR 528.
b. Reconstruction of MSE walls between bridges
c. Temporary Critical wall during bridge widening construction

4.13 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D and as provided in the negotiated staffhours .

2. Substantial pond design at the 30% submittal. Modify the 2 existing ponds south side of the Goldenrod Interchange only for additional treatment for the widening, concurrence when widening included in the existing permit,.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems. (limited to 15 – 1-hour meetings max)

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps (limited to 2 drainage maps) as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.

8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

9. Optional Materials analysis is not required

10. Technical meetings limited to SJRWMD and SWFMD permitting meetings (6 hours max)

B. The Consultant shall prepare designs and contract documents for drainage features as detailed in the staffhours, including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels – Not Required

6. Retention/detention ponds/exfiltration system

7. SWPPP is limited to 2 standard CFX sheets.

4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor impacted by the widening, installation of new LED lighting, overhead sign lighting, and underdeck lighting. Plan sheet scale shall be at 1"=50' scale.

B. Evaluation of owner-furnished light fixtures for use on this project.

C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

D. Provide a Lighting Power Design Analysis Report (PDAR) that includes report narrative and photos for two (2) load centers, sign lighting photometric and electrical design, load analysis, voltage drop calculations, short circuit calculations, and arc flash hazard analysis.

E. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

- Cover sheet (key sheet)
- Tabulation of Quantities
- General Notes
- Pole Data and Legend Sheet
- Project Layout Sheet
- Plans Sheets (plans at 1” =50’ scale)
- Service Point Detail
- Special Details

4.15 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Traffic Data Analysis will include an AM and PM peak weaving analysis at the six (6) ramp terminals. Includes report of findings to be included with

the PDR.

C. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.

E. A roll plot of the proposed signing and pavement markings is required with the PDR, 30%, and 60% Plans submittals

4.17 Right-of-Way Surveys

A. Additional right-of-way may be required for this project based on final design of the Goldenrod SB ramp to SR 528 WB.

B. The Authority shall furnish the Consultant the Title Search Reports for

parcels affected by the proposed right of way throughout the project.

C. Right of Way maps, Parcel Sketches and Legal Descriptions will be negotiated under a supplemental agreement based on final design requirements.

4.18 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 90%, 100%, and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.19 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" = 100'. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note)

2. Fiber optic network (FON) plans shall include the following:

a. Roadway geometry
b. Rights-of-Way
c. Existing utilities within the right-of-way including CFX's FON
d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
e. Manhole/Pull box locations and stub-out details (standard details provided)
f. Device layout
g. Device installation details
h. Conduit installation details (standard details provided)
i. Fiber optic cable route marker detail (standard details provided)
j. Fiber count per conduit

k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
n. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
o. Design Methodology Report shall include voltage drop calculation and typical cabinet load summary table Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
p. Grounding
q. Table of quantities
r. Special notes
s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
u. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
v. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
w. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
x. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

z. Replace existing EB and WB backbone/feeder conduit and place within proposed outside shoulder widening.

aa. Relocation of existing mainline wrong way detection site (WWDS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to relocate or replace the existing site and any necessary attachment details, power service, fiber optic connections, and cabinets (standard details provided).

bb. Provide a ramp wrong way detection site (WWDS) at locations designated by the CFX/GSC.

3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments.
b. Minimize traffic impact.
c. Accessibility and ease of equipment maintenance.
d. Safety of equipment maintenance personnel and the traveling public.
e. Maintain the existing FON system through all phases of construction.
f. Environmental conditions.
g. Concurrent/future CFX projects.
h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Post-Design Services – Not included at this time.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.3 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished

under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be submitted in a PDF format to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Drainage calculations

6. Structural design calculations.

7. Geotechnical report.

8. Earthwork calculations not included in the quantity computation booklet.

9. Calculations showing cost comparisons of various alternatives considered, if applicable

10. Computations of quantities.

11. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.

12. Lighting and voltage drop calculations.

13. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

3. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

4. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

5. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

6. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

7. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all

plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Plans Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

a. Location map shown complete with destinations, ranges and townships.
b. Beginning and ending stations shown.
c. Any equations on project shown.
d. Project numbers and title shown.
e. Index shown.

2. Drainage Map Prepared

a. Existing culvert sizes and elevations.
b. Horizontal alignment shown.
c. Drainage areas and flow arrows shown.
d. High water information shown.
e. Beginning and end stations shown along with any equations on project.

f. Interchange supplemental maps prepared.

3. Typical Section Sheets

a. Ramp typical sections developed.
b. Pavement structure shown.
c. Special details developed.
d. General notes shown.

4. Plan and Profile Sheets

a. Centerline plotted.
b. Reference points and benchmarks shown.
c. Existing topography.
d. Base line of surveys, curve data, bearings, etc. shown.
e. Beginning and end stations (project and construction).
f. Geometric dimensions.
g. Proposed and existing limited access right-of-way lines.
h. Existing ground line.
i. Proposed profile grade.
j. Type, size and horizontal location of existing utilities.
k. Drainage structures and numbers are shown
l. Drainage ponds are shown.
m. Conceptual sign structure locations are shown

5. Cross Sections

a. Existing ground line.
b. Preliminary templates at critical locations (not to exceed 500 feet).
c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Preliminary Traffic Control
a. General Notes
b. Phasing Typical Sections/Notes
c. Detour Plans

8. Right-of-Way Control Survey

9. Signing and Pavement Markings

a. Striping layout.
b. Sign structure locations.
c. Roll plot with guide sign panels shown.

7.15 60% Plans Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

   a. Project description and number shown.
   b. Equations, exceptions and bridge stations shown.
   c. North arrow and scale included.
   d. Consultant and CFX sign-off included.
   e. Contract set index complete.
   f. Index of sheets updated.

2. Drainage Maps

   a. Flood data shown.
   b. Cross drains and storm sewer shown.
   c. Bridges shown with beginning and ending stations.
   d. Interchange supplemental sheets updated.

3. Typical Section Sheets

   a. All required typical sections are included.
   b. Limited access right-of-way lines are shown.
   c. Design speed and traffic are shown.
   d. Special details have been completed.
   e. Station limits of each typical section are shown.

4. Plan and Profile Sheets

   a. Match lines shown.
   b. Limited access right-of-way lines shown.
   c. Stations and offset shown for all fence corners and angles.
   d. All work shown should be within right-of-way or proposed easement.
   e. Drainage structures and numbers are shown.
   f. Drainage ponds shown.
   g. Proposed sign structures are shown
   h. Curve data and superelevation included.
   i. Pavement edges, shoulders and dimensions shown.
   j. Project and construction limits shown.
   k. Bridges shown with beginning and ending stations.
   l. General Notes.

5. Drainage Structures

   a. Drainage structures plotted and numbered.
   b. Station location and offsets identified.

6. Cross Sections

   a. Templates are shown at all stations.
   b. Limited access right-of-way lines are shown.
   c. Cross section pattern sheet included.
   d. Miscellaneous notes included.
   e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

   a. Geometric data shown.
   b. Profiles finalized.
   c. Coordinate data shown.
   d. Limited access right-of-way lines shown.
   e. Curve data shown.
   f. Bearings and bridges shown.
   g. Cross roads, frontage roads, and access roads shown.
   h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.16 90% Plans Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

   a. Length of Project with exceptions shown.
   b. Index of sheets updated.

2. Drainage Maps

a. Drainage divides, areas and flow arrows shown.
b. Elevation datum and design high water information shown.
c. Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
b. Limits of side road construction.
c. Angle and stationing for intersections.
d. Treatment for non-standard superelevation transitions diagramed.
e. General notes shown.
f. Special ditches profiled.

5. Drainage Structures

a. Existing structures requiring modifications are shown.
b. Existing and proposed utilities are shown.

6. Soil Borings

a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a. Scale and special ditch grades shown.
b. Utilities plotted.
c. Sub-excavation shown.
d. Volumes computed and shown.

8. Utility Relocation Plans

a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Structures Plans

15. Selective Clearing and Grubbing (if required)

7.17 100% Roadway, Bridge, and Structural Plans

A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.18 Pre-Bid Plans

7.19 Bid Set

CONSENT AGENDA ITEM
#13

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 22, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 408 West Bound Widening from I-4 to Goldenrod Road
Project No. 408-175, Contract No. 002081

A request for Letters of Interest for the above referenced project was advertised on November 26, 2023. Four responses were received by the December 18, 2023, deadline. Those firms were GAI Consultants, Inc., Stantec Consulting Services, Inc., Volkert, Inc. and WBQ Design & Engineering, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on January 8, 2024, and shortlisted GAI Consultants, Inc., Volkert, Inc. and WBQ Design & Engineering, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared its final ranking on February 12, 2024. The result is shown below:

Ranking	**Firm**
1	WBQ Design & Engineering, Inc.
2	Volkert, Inc.
3	GAI Consultants, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

LOI-002081 Technical Committee Meeting – February 12, 2024 Minutes

Technical Committee for **Design Consultant Services for SR 408 WB Widening I-4 to Goldenrod Project No. 408-175, Contract No. 002081** held a duly noticed meeting on Monday, February 12, 2024, at 3:00 p.m. in the Pelican Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:
Aaron Johnson, CFX Engineering Project Manager
David Falk, CFX Engineering Project Manager
Dana Chester, CFX Director of Engineering
Jamison Edwards, CFX Engineering Project Manager
Brent Dustin, CFX Construction Project Manager

Other Attendees:
Traci Parks-Chillon, CFX Manager of Procurement
Bradley Osterhaus, CFX Procurement Analyst

Presentations / Q and A:
Mr. Osterhaus began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

GAI Consultants, Inc.	1:00 p.m. – 1:40 p.m.
Volkert, Inc.	1:50 p.m. – 2:30 p.m.
WBQ Design & Engineering, Inc.	2:40 p.m. – 3:20 p.m.

Evaluation Portion:
The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each committee member based on the raw scores each proposer received. The scores are as shown:

Firm	Points	Ranking
WBQ Design & Engineering, Inc.	5	1
Volkert, Inc.	11	2
GAI Consultants, Inc.	14	3

The Technical Review Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Aaron Johnson approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 3:45 p.m.

These are the official minutes of the Technical Review Committee meeting for Project No. 408-175, Contract No. 002081 held Monday, February 12, 2024.

Submitted by: _____
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____
Aaron Johnson, Engineering Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR
SR 408 WB WIDENING I-4 TO GOLDENROD ROAD
PROJECT NO. 408-175
CONTRACT NO. 002081

CONSULTANT	DANA CHESTER (RANK)	AARON JOHNSON (RANK)	BRENT DUSTIN (RANK)	JAMISON EDWARDS (RANK)	DAVID FALK (RANK)	TOTAL SCORE	RANKING
G-A-I CONSULTANTS, INC.	2	3	3	3	3	14	3
VOLKERT, INC.	3	2	2	2	2	11	2
WBQ DESIGN & ENGINEERING, INC.	1	1	1	1	1	5	1

EVALUATION COMMITTEE MEMBERS:

DANA CHESTER — Monday, February 12, 2024

AARON JOHNSON — Monday, February 12, 2024

BRENT DUSTIN — Monday, February 12, 2024

JAMISON EDWARDS — Monday, February 12, 2024

DAVID FALK — Monday, February 12, 2024

CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Contract Award to SICE Inc. for SR 429 and West Road Signal Replacement
Project No. 429-715, Contract No. 002084

An Invitation to Bid for the above referenced project was advertised on December 17, 2023. Three (3) responses were received by the February 6, 2024 deadline.

Bid results were as follows:

	Bidder	Bid Amount
1.	SICE Inc.	$1,164,539.03
2.	Chinchor Electric, Inc.	$1,379,638.86
3.	Highway Safety Devices, Inc.	$1,456,105.00

The engineer's estimate for this project is $1,300,731.00. Included in the Five-Year Work Plan is $1,100,000.00.

The work to be performed includes providing all labor, materials, equipment and incidentals necessary for the removal and replacement of signalization infrastructure located at the intersections of SR 429 and West Road.

Board award of the contract to SICE Inc. in the amount of $1,164,539.03 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

SICE, INC.

SR 429 AND WEST RD SIGNAL REPLACEMENT

PROJECT NO. 429-715
CONTRACT NO. 002084

CONTRACT DATE: MARCH 14, 2024
CONTRACT AMOUNT: $1,164,539.03

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SR 429 AND WEST RD SIGNAL REPLACEMENT

PROJECT NO. 429-715
CONTRACT NO. 002084

MARCH 2024

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CONTRACT

This Contract No. 002084 (the "Contract"), made this 14th day of March 2024, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and SICE INC., of 14350 SW 56th Court., Unit 105, Miami, FL 33054, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-715, Contract No. 002084, SR 429 and West Rd Signal Replacement, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 120 calendar days. The Contract Amount is $1,164,539.03. This Contract was awarded by the Governing Board of CFX at its meeting on March 14, 2024.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the CONTRACTOR and CFX have caused this Contract 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

Aneth Williams
Print Name

DATE: _____

SICE INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

_____

Jo O Thacker
Print Name

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections

1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.11 **Contract -** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority

1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."

1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.

1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.34 **Laboratory -** A Testing facility certified with the Florida Department of Transportation.

1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.36 **Materials** - Any substances to be incorporated in the Work.

1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.

1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.46 **Roadway** - The portion of a highway within the limits of construction.

1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.

1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.

1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor’s authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.

1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.

1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

(a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
(b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
(c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
(d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
(e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

(1) documented additional job site labor expenses;
(2) documented additional cost of Materials and supplies;
(3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
(4) any other additional direct costs or damages and the documents in support thereof;
(5) any additional indirect costs or damages and all documentation in support thereof;

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

a. Loss of profit, incentives, or bonuses;
b. Any claim for other than Extra Work or delay;
c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.
Structurally continuous superstructures with spans over 150 feet.
Steel box and plate girder bridges.
Steel truss bridges.
Concrete segmental and longitudinally post-tensioned continuous girder bridges.
Cable stayed or suspension bridges.
Curved girder bridges.
Arch bridges.
Tunnels.
Movable bridges (specifically electrical and mechanical components).
Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, ... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.
The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans,

Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving

of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.

2. Describe the manufacturer, model, and software version of the GNSS equipment.

3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.

4. Describe how project control will be established. Include a list and map showing control points enveloping the site.

5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.

6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project’s most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: http://www.motadmin.com/find-a-training-provider.aspx

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or

arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.

4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor’s claim(s).

Attorney’s fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term “costs” shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney’s fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, board members, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, board members, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of at least "A-" (excellent) and a financial rating of at least Class VIII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance and endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	**Workers' Comp/ Employer's Liability**	**General Liability (per occurrence/ aggregate)**	**Automobile Liability**
Up to $3 million	Statutory / $500,000	$1,000,000 / $2,000,000	$1,000,000
$3 million and Up	Statutory / $1,000,000	$5,000,000 / $10,000,000	$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of any new buildings, (2) any addition, improvement, alteration, or repair to existing buildings, or (3) the installation of machinery or equipment into any existing buildings, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the buildings plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the buildings.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the buildings. The Contractor agrees any flat deductible(s) shall not exceed $25,000, and any windstorm percentage deductible (when applicable) shall not exceed five percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage

of a combined single limit of Five Million Dollars ($5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars ($10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits
Each Occurrence - $ 2,000,000
General Aggregate - $ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to $30 Million	$1 Million coverage
$30 to $75 Million	$2 Million coverage
More than $75 Million	$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	**Minimum Limit**	**Maximum Deductible**
Up to $1 million	50% of project cost, minimum of $100,000 per occurrence	10% of project cost or $25,000, whichever is smaller
$1 million and Up	$1,000,000	$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.28 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and

will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

5.31 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.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;

2. Date delay impact was resolved;

3. Detailed chronology of delay including the dates of all applicable notifications and submittals;

4. Specific critical activities affected and the dates of impact;

5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:
Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.
Roadway Activities:
Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.

Architectural Treatments.
Sound Walls.
Fiber Optic
Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:
Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.
Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.
Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.
Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.
Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.
Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.
Exterior doors, windows, and store-front framing.
Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.
Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.
Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.
HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.
Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators,

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

A. Activity ID - Shall not exceed 6 characters in length.
B. Predecessor and successor activity ID.
C. Relationship types:
FS -Finish to start
SS -Start to start
FF -Finish to finish
SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource

allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.

2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.

3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.

4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.

5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.

6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly

payment requests until the Contractor submits a proposed revision that is accepted by CFX.

8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

   Submittal date.
   Contractor Name.
   Complete CFX Contract Number.
   Project Description.
   Contract Resident Engineer.
   Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

   Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

   Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

   Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.

B. Key to identify all components in the bar chart and CPM.

C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled “Revenue Loading Report”. The report shall include the following information:

A. Activity ID number
B. Description of activity
C. List of pay items included in activity including:
    1. Pay item number
    2. Pay item description
    3. Quantity of pay item to be applied
    4. Unit measure of pay item
    5. Unit-price of pay item
    6. Total price for pay item to be applied
D. Total revenue loading of activity (Sum of “C”)

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

    Contractor name
    The complete CFX Project number
    The four character P6 project number
    Data Date in format -> "01JAN15"
    Volume number _of _ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.

2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.

3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:

   A. The Contractor performed Extra Work that met all of the following conditions:

      1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.

      2. The Extra Work delayed the Contract Completion Date.

      3. The Extra Work impacted one or more activities on the current CPM schedule longest path.

   B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

      1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.

      2. The Contractor took every reasonable action to

prevent the delay.

3. The delay impacted one or more activities on the current CPM schedule longest path.

4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;

2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching

motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.
The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with

traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any

one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All

workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods

regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

   a. Utility work actually affected progress toward completion of Work on the critical path.

   b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work

from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month "i."
Pb = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$ Adjustment = (ID)(Gallons)

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of

gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd^2 per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than $5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General

Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than $100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is

designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than $100, except that for earthwork items, the aggregate change must exceed $5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used

on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly

related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed	Amount Retained
0 to 50	None
50 to 100	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast

drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

   "Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement."

   "Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due.

CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

B) The Contractor has properly maintained the Project as specified hereinbefore.

C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.

D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

E) The Contractor has submitted all mill tests and analysis reports to CFX.

F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.

G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.

H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.

J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, $1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the

Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are

from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

(a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular

dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars ($1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Tallis Blalack as a Subconsultant to Dewberry Engineers Inc. for General Engineering Consultant Services
Contract No. 001145

Board approval of Tallis Blalack as subconsultant to Dewberry Engineers Inc. to provide technical support for in-pavement charging project 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:

Dana Chester, P.E.
Director of Engineering

Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers Inc. Date: 2/12/2024

CFX Contract Name: General Engineering Consultant Services CFX Contract No.: 001145

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Tallis Blalack

Address: 1011 Loma Prieta Ct., Los Altos, CA 94024

Phone No.: 408-569-6901

Federal Employee ID No.: 519-94-3023

Registered with Sunbiz: _____ Yes ✓ No Minority Vendor: _____ Yes ✓ No

Description of Services to Be Sublet: Technical Support for In-Pavement Charging Project

Estimated Beginning Date of Sublet Services: 2/1/2024

Estimated Completion Date of Sublet Services: 12/14/2025

Estimated Value of Sublet Services*: $ 75,000.00

*(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: R. Keith Jackson
(Signature of Consultant Representative)

Program Manager
Title

Recommended by: _____ Date: Feb 13, 2024
(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone
Glenn Pressimone (Feb 13, 2024 17:19 EST) Date: Feb 13, 2024
(Signature of Appropriate Chief)

Reviewed by: _____ Date: Feb 20, 2024
Director of Procurement

Revised Sublet: Yes ✓ No _____

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 10/3/2023

CONSENT AGENDA ITEM

#16

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with U.S. Bank National Association for Treasury Custody Services
Contract No. 001757

Board approval is requested for the first renewal of the referenced contract with U.S. Bank National Association in the amount of $18,000.00 for one year beginning on June 8, 2024 and ending June 7, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes treasury custody services.

Original Contract	$ 54,000.00
First Renewal	$ 18,000.00
Total	$ 72,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Michael Carlisle
Director of Accounting & Finance

Lisa Lumbard

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001757

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota, hereinafter called the ("Bank"). CFX and Bank are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on June 8, 2021, CFX and the Bank entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Bank to provide treasury custody services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 Bank agree to exercise the first renewal of said Original Agreement, which renewal shall begin on June 8, 2024 and end on June 7, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Bank shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance Exhibit B of the Original Agreement in an amount up to $18,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Bank 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.

U.S. BANK NATIONAL ASSOCIATION

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

THIS DOCUMENT IS A STANDARD AGREEMENT FOR USE WITH **GENERAL ASSETS OF A STATE OF THE UNITED STATES; POLITICAL SUBDIVISION THEREOF; OR AGENCY, AUTHORITY, OR INSTRUMENTALITY OF ANY OF THE FOREGOING** (AND NOT WITH AN EMPLOYEE BENEFIT PLAN).

GOVERNMENTAL CUSTODY AGREEMENT

This Custody Agreement (the "Agreement") is between Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida, United States of America ("Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1
DEFINITIONS

1.1. **"Account"** means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2. **"Accounting Standards"** means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurement*, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application.*

1.3. **"Affiliated Investment"** means a security or other property issued, offered, or serviced by Customer or Customer's affiliate.

1.4. "**Assets"** means the securities, cash, and other property Customer contributes, or causes to be contributed, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.5. **"Cash-flow Analysis"** means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of contributions, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.6. **"CFR"** means the Code of Federal Regulations.

1.7. **"Client-controlled Asset"** means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.8. **"Code"** means the Internal Revenue Code of 1986, as amended.

1.9. **"Depository"** means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.10. **"DTC"** means the Depository Trust Company.

1.11. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.12. **"Guidelines**" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time

1.13. **"Harm"** means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.

1.14. **"Indemnified Person"** means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.

1.15. **"Investment Advice"** means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.16. **"Investment Company Act"** means the Investment Company Act of 1940, as amended.

1.17. **"IRS"** means the Internal Revenue Service.

1.18. **"Legal Action"** means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, bankruptcy-court order, receivership order, or similar order relating to the Account.

1.19. **"Messaging System"** means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.20. **"Plan-assets Vehicle"** means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA §§3(42) and 401 and 29 CFR §2510.3-101).

1.21. **"Private Fund"** means an "*investment company*" that is not subject to registration with the SEC under the Investment Company Act, pursuant to §3(c)(1) or (7) thereof.

1.22. **"SEC"** means the United States Securities and Exchange Commission.

1.23. **"Statement Recipient"** means Customer and anyone else Customer so designates.

1.24. **"Sub-account"** means a separate portion of the Account.

SECTION 2
APPOINTMENT AND ACCEPTANCE

2.1. **Appointment; Acceptance.** Customer hereby appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account with due care in accordance with reasonable commercial standards, upon the terms and conditions set forth below.

2.2. **Establishment of Account.**

2.2.1. Customer hereby contributes Assets, or causes Assets to be contributed, to the Account.

2.2.2. Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches any such representation, warranty, or covenant:

2.2.2.1. Customer holds good and valid legal title to all Assets.

2.2.2.2. None of the Assets is (i) an asset of any "plan" as defined in ERISA §3(3); any "plan" as defined in Code §4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to the requirements of a special reserve bank account under SEC Rule 15c3-3; a customer segregated account, cleared swaps customer account, or customer secured account under U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other law of the States of Minnesota or Florida that would require Bank

to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3. Customer is neither (i) a Private Fund, (ii) an investment pool or entity that is an "*investment company*" as defined in Investment Company Act §3(a) or is excluded from such definition (or exempted from regulation) by the Investment Company Act, (iii) an insurer, nor (iv) a reinsurer.

2.2.2.4. Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3. As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different taxpayer identification number than Customer and acknowledges that each Sub-Account will have the same taxpayer identification number as Customer.

2.2.4. Customer hereby covenants not to cause or permit the Account to acquire any Affiliated Investment the price of which is not readily determinable on an established market.

2.2.5. Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3
BOOKS, RECORDS, AND ACCOUNTS

3.1. **Accounting.** Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

SECTION 4
ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1. Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2. **Account Statements.** Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly".

(*Check at least one*):
- ☒ Monthly
- ☐ Quarterly
- ☐ Semi-annually
- ☐ Annually

4.3. **Confirmations; Notification by Agreement.** Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR §12.4(a) or (b) at no additional cost to Customer.

4.4. **Corporate Actions.** Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies,

redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

4.4.1. Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5. Upon receipt of written directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5
POWERS OF BANK

5.1. In the performance of its duties under this Agreement, Bank shall have the power to:

5.1.1. **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.1.2. **Hire Service Providers.** Hire service providers to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank, and provide them with information about the Account as needed to that end.

5.1.3. **Hold Assets Un-invested.** Hold in a noninterest-bearing deposit account of Bank any cash Assets (i) that are subject to pending investment or distribution directions received by Bank with respect to the Account, (ii) that were received by Bank too late in the day to be invested into the Account's designated sweep vehicle, (iii) as directed under this Agreement, or (iv) for other operational reasons.

5.1.4. **Retain Disputed Funds**. Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

5.1.5. **Distribute Assets.** Distribute Assets as set forth herein.

5.1.6. **Safe-keep Assets.** Safe-keep Assets as set forth herein.

5.1.7. **Register Assets.** Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.

5.1.8. **Maintain Assets at a Depository or with a Sub-custodian.** Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.

5.1.9. **Maintain Assets at a Mutual Fund.** Maintain Assets that are mutual-fund shares in Bank's omnibus position at the fund.

5.1.10. **Collect Income.** Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.1.11. **Exchange Foreign Currency.** Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.

5.1.12. **Advance Funds or Securities.** Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6
PERMISSIBLE INVESTMENTS; SWEEP DIRECTION

6.1. Permissible investments for the Account include, but are not limited to, any securities or property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by Bank or by Bank's affiliate.

6.2. **Sweep Direction.** To the extent Bank has received no investment direction as to cash Assets held in the Account, Bank will use such Assets to purchase a position in the Account's designated sweep vehicle.

SECTION 7
SETTLEMENT

7.1. Upon receipt of directions from Customer, Bank will settle purchases made with Assets and sales of Assets on a contractual basis according to Bank's instruction-deadline schedule and current securities-industry practices, if Bank has all the information and the Account has all the Assets necessary for the purchase or sale.

7.2. Customer hereby covenants not to (i) direct the purchase of an asset, notify a third party that Bank will settle the purchase, or cause or permit anyone else to provide such direction or notice, if the Account has insufficient funds to settle the purchase; (ii) cause or permit proceeds from the sale of an Asset to be used to pay for the earlier purchase of the same Asset; or (iii) cause or permit the sale of an Asset that the Account has not fully paid for.

7.3. With respect to any sale of an Asset on a non-delivery-versus-payment basis, Bank hereby covenants to use commercially reasonable efforts to obtain payment on the same business day that Bank delivered the Asset, and the Account (and not Bank) assumes all risk that payment is delayed or not received.

SECTION 8
PRICE-REPORTING; CLIENT-CONTROLLED ASSETS

8.1. **Price-reporting.** For purposes of reporting the price of an Asset on an Account statement:

8.1.1. **Pricing from Vendor or Market.** If Bank receives a price from a third-party pricing vendor, or if a price is readily determinable on an established market, then Bank will report such price.

8.1.2. **Pricing from Other Sources.** If Bank does not receive a price from a third-party pricing vendor, and a price is not readily determinable on an established market, then Bank will report (i) the most recent price that Bank received from Customer or Customer's agent (and Customer hereby covenants that Customer and Customer's agents will use a pricing form acceptable to Bank as the means of providing prices to Bank), (ii) the most recent price that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider, (iii) the Asset's par value, or (iv) a nominal value for the Asset.

8.1.3. **Limitations.** Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary price-reporting function and that the reported price might be neither fair market value nor fair value (under Accounting Standards or applicable law). Customer hereby covenants not to rely on the reported price as a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

8.1.4. **Pricing Sources; Methodology.** Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

8.2 **Client-controlled Assets.** Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

8.2.1. Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

8.2.2. Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

8.2.3. When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, price, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

8.2.4. Such assets are subject to **Exhibit A (Fee Schedule)** hereto.

SECTION 9
LIMITATIONS ON DUTIES

9.1. Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR §9.2(e) or (ii) as a "fiduciary" as such term may be defined by law in the states of Minnesota or Florida or otherwise.

9.2. The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

9.2.1. Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

9.2.2. Act as trustee of the Assets.

9.2.3. Act as custodian of any assets other than the Assets.

9.2.4. Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

9.2.5. Provide Investment Advice.

9.2.6. Determine, monitor, question, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

9.2.7. Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine or question whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

9.2.8. (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

9.2.9. Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

9.2.10. Determine or question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; to take notice of facts not actually known by any Bank employee with direct responsibility for providing services under this Agreement; or to determine or question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

9.2.11. Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

9.2.12. Monitor service providers hired by Customer or guarantee their performance.

9.2.13. Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

9.2.14. Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 10
AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

10.1. **Authorized Persons.** With respect to this Agreement:

10.1.1. Customer will notify Bank, in writing, of the identity of each (i) employee of Customer who is authorized to act on Customer's behalf, (ii) third-party agent that is authorized to act on Customer's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to execute this Agreement or any amendment thereto or to terminate this Agreement.

10.1.2. Bank may assume that any such employee or agent continues to be so authorized, until Bank receives written notice to the contrary from Customer (or, with respect to any such employee of any such agent, from such agent).

10.1.3. Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time. Customer hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

10.2. **Delivery of Directions.**

10.2.1. Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.

10.2.2. Any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account; to the email accounts of its employees, agents, and agents' employees; and to any Messaging System used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

SECTION 11
FEES AND EXPENSES

11.1. **Fees; Expenses.** Customer shall pay Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as **Exhibit A (Fee Schedule)** hereto.

11.2. **Outstanding Fees and Expenses.** To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

11.3. **Advance of Funds or Securities.** To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206, and Customer hereby acknowledges that the obligation to pay a purchase price to Bank arises at the time of the purchase.

SECTION 12
INDEMNIFICATION

12.1. **Indemnification.**

12.1.1. Customer hereby, subject to the limits and limitations of Section 768.28, Florida Statutes, indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final, non-appealable judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, or bad faith.

12.1.2. The foregoing provisions shall survive the termination of this Agreement.

12.2. ***Force Majeure.*** No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars and the invocation of war powers), revolutions, insurrections, riots, civil commotion, acts of God, medical emergencies, disease outbreaks, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control, regardless of whether such was already in existence as of the date of this Agreement. Nor will any such failure or delay give any party the right to terminate this Agreement.

12.3. **Damages.** No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

12.4. **Statements.** Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 13
TERMINATION

13.1. **Termination of Agreement.** This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

13.2. **Resignation; Removal.**

13.2.1. Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian.

13.2.2. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 14
MISCELLANEOUS

14.1. **Services Not Exclusive.** Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

14.2. **Binding Obligations.** Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

14.3. **Complete Agreement; Amendment.**

14.3.1. **Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

14.3.2. **Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of **Exhibit A (Fee Schedule)** hereto set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

14.3.3. **Control Agreement.** Customer has the power to direct Bank to enter into a separate written control agreement with respect to the Account or any Asset. Any such control agreement prevails over this Agreement to the extent such agreements are inconsistent with each other.

14.4. **Governing Law; Venue.** This Agreement will be governed, enforced, and interpreted according to the laws of the State of Florida without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court)

sitting in the State of Florida. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

14.5. **Successors and Assigns.**

14.5.1. This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

14.5.2. No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

14.6. **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

14.7. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

14.8. **Solvency.** Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

14.9. **Tax-Lot Selection-Method.** For the purpose of complying with IRS regulations requiring cost basis reporting, Customer hereby designates the tax-lot selection-method for the Account:

- ☐ **Minimize Gain –** Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- ☒ **First In First Out (FIFO) –** Shares are sold from tax lots having the earliest federal tax acquisition date.
- ☐ **Last In First Out (LIFO) –** Shares are sold from tax lots having the most recent federal tax acquisition date.
- ☐ **Highest Federal Cost First Out (HIFO) –** Shares are sold from tax lots having the highest federal tax cost per share.
- ☐ **Lowest Federal Cost First Out (LOFO) –** Shares are sold from tax lots having the lowest federal tax cost per share.
- ☐ **Specify Tax Lot –** Shares are sold from tax lots that you specify.
- ☐ **Average Federal Tax Cost –** Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Customer directs otherwise.
- ☐ **Maximize Gain –** Shares are sold from tax lots having the lowest per unit federal tax cost.

If the foregoing does not designate one and only one tax-lot selection-method, then Customer is deemed to have designated FIFO method. If Customer wishes to use a tax-lot selection-method that is different from what is selected above for an individual trade, then Customer may designate such other selection-method when executing the trade.

14.10. **Shareholder Communications Act Election.** Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shares the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure"). To the

extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one box below will cause Customer to be deemed to have consented to Disclosure and (ii) registers its (*check only one*):

□ Consent to Disclosure.
□ Objection to Disclosure.

14.11. **Tax Reclaims.** To the extent Bank provides the Account with a service to minimize foreign withholding or reclaim foreign taxes withheld with respect to an Asset, Customer hereby directs Bank to disclose Customer's name, address, and taxpayer identification number, as well as the Account's position in the Asset, to Bank's sub-custodians and other service providers, to the Asset's issuer, and to local (foreign) tax authorities as needed in order to provide such service.

14.12. **Abandoned Property.** Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

14.13. **Legal Advice.** Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

14.14. **Waiver of Jury Trial.** Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

14.15. **Legal Action.** If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying.

14.16. **Interpleader.** With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

14.17. **Representations and Warranties.** Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

14.18. **Publicity.** No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of the other party.

14.19. **Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

14.20. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

CUSTOMER (AS DEFINED IN THIS AGREEMENT)

By: _____
(Signature of Customer's authorized officer)

Aneth Williams
(Printed name of Customer's authorized officer)

Its: Director of Procurement
(Title of Customer's authorized officer)

Dated: 6/7/2021

U.S. Mail Address:
4974 ORL Tower Road
Orlando, Florida 32807

Email Address:
Aneth.Williams@cfxway.com

U.S. BANK NATIONAL ASSOCIATION

By: _____
(Signature)

_____
(Printed name)

Its: Vice President and Relationship Manager

Dated: _____

U.S. Mail Address:

_____

_____

_____

Email Address:

_____

Woody Rodriguez
Digitally signed by Woody Rodriguez
Date: 2021.06.07 14:25:14 -04'00'
Legal Approved as to Form

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

CUSTOMER (AS DEFINED IN THIS AGREEMENT)

By: _____
(Signature of Customer's authorized officer)

_____
(Printed name of Customer's authorized officer)

Its: _____
(Title of Customer's authorized officer)

Dated: _____

U.S. Mail Address:

_____
_____
_____

Email Address:

_____

U.S. BANK NATIONAL ASSOCIATION

By: Kate O'Connor
(Signature)

Kate O'Connor
(Printed name)

Its: Vice President and Relationship Manager

Dated: 6/8/21

U.S. Mail Address:
800 Nicollet Mall Mpls, MN 55402
_____
_____

Email Address:
kathleen.oconnor@usbank.com

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 28, 2024

SUBJECT: Approval of Purchase Order to Workday, Inc. for Enterprise Resource Planning System (ERP) Software
Project No. 599-563

A Request for Proposals (RFP) from qualified firms to purchase ERP Software was advertised on February 5, 2023. Three (3) responses were received by the March 20, 2023 deadline. Those firms were Phoenix Business, Inc. d/b/a Phoenix Business Consulting, Tyler Technologies, Inc. and Workday, Inc.

The Evaluation Committee, after reviewing the technical proposals, met on April 4, 2023 and shortlisted all the firms.

The Evaluation Committee participated in product demonstrations on April 18 – May 3, 2023. On May 18, 2023, the Evaluation Committee conducted interviews. After the interviews, the price proposals were then opened and scored. The combined scores for the technical and price proposals were calculated and the result is shown below:

Ranking	Firm	Total Points
1	Workday, Inc.	3,813
2	Phoenix Business Inc., d/b/a Phoenix Business Consulting	3,192
3	Tyler Technologies, Inc.	3,123

The purchase is for a cloud-based ERP system to replace the existing financial software utilized by CFX.

Board approval of a purchase order to Workday, Inc. in the amount of $2,150,000.00 is requested.

This purchase is included in the Five-Year Work Plan.

Reviewed by:

Michael Carlisle
Director of Accounting and Finance

Lisa Lumbard

RFP-001983 Committee Meeting May 18, 2023 Minutes

Evaluation Committee for **Enterprise Resource Planning System (ERP) Software; RFP-001983,** held a duly noticed meeting on Thursday, May 18, 2023, starting at 3:10 p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:
Michael Carlisle, CFX Director of Accounting and Finance
Marc Ventura, CFX Manager of Accounting and Finance
Evelyn Wilson, CFX Chief Human Resource Officer
Rafael Millan, CFX Director of Information Technology
Kim Murphy, CFX Construction Project Administrator

Other Attendees:
Bradley Osterhaus, CFX Sr. Procurement/QC Administrator
Robert Johnson, CFX Manager of Procurement
Aneth Williams, CFX Director of Procurement (Via Teams)
Lisa Lumbard, CFX Chief Financial Officer – Technical Advisor (Via Teams)
Jim Greer, CFX Chief of Technology and Operations – Technical Advisor (Via Teams)
Danielle Kosberg, KPMG LLP – Technical Advisor (via Teams)

Interviews:
Mr. Osterhaus began each interview with introductions of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Phoenix Business Inc., D/B/A	8:00 – 10:00 a.m.
Phoenix Business Consulting	
Tyler Technologies, Inc.	10:10– 12:10 p.m.
Workday, Inc.	1:00 – 03:00 p.m.

Evaluation Portion:
Mr. Osterhaus began the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

Total Points and Rankings	Total Raw Points	Average Points	Ranking
Phoenix Business Inc., D/B/A	15,960	3,192.00	2
Phoenix Business Consulting			
Tyler Technologies, Inc.	15,615	3,123.00	3
Workday, Inc.	19,065	3,813.00	1

Pricing
Pricing was not included in the RFP and will be negotiated pending Board approval of Final Ranking and Authorization.

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 4:05 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting for RFP-001983 held Thursday, May 18, 2023.

Submitted by: _____
Bradley Osterhaus, Sr. Procurement/QC Administrator

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____
Michael Carlisle, Director of Accounting and Finance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL, DEMONSTRATION, AND INTERVIEW SCORING SUMMARY

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) SOFTWARE PURCHASE
RFP - CONTRACT NO. 001983

EVALUATOR	Phoenix Business Inc., D/B/A Phoenix Business Consulting		Tyler Technologies, Inc.		Workday, Inc.	
	SCORE	PRICE	SCORE	PRICE	SCORE	PRICE
Michael Carlisle	2840		3500		3690	
Marc Ventura	3480		3345		3720	
Rafael Millan	2525		2105		3825	
Evelyn Wilson	3340		3265		3925	
Kim Murphy	3775		3400		3905	
TOTAL	15960		15615		19065	
AVG. POINTS	3192.00		3123.00		3813.00	

Committee Members:

Michael Carlisle — Thursday, May 18, 2023

Marc Ventura — Thursday, May 18, 2023

Evelyn Wilson — Thursday, May 18, 2023

Rafael Millan — Thursday, May 18, 2023

Kim Murphy — Thursday, May 18, 2023

CONSENT AGENDA ITEM

#18

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 28, 2024

SUBJECT: Approval of Contract Award to AVAAP U.S.A. LLC for Workday Enterprise Resource Planning Implementation Services
Project No. 599-563, Contract No. 002057

The Board approved on December 14, 2023, the final ranking and authorization to negotiate with firms for Workday Enterprise Resource Planning Implementation Services.

The work to be performed includes implementation of a cloud based enterprise resource planning system.

Board award of the contract to AVAAP U.S.A. LLC is requested in the not-to-exceed amount of $3,228,249.40.

This contract is included in the Five-Year Work Plan.

Reviewed by:

Michael Carlisle
Director of Accounting and Finance

Lisa Lumbard

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

AVAAP U.S.A. LLC

WORKDAY ENTERPRISE RESOURCE PLANNING IMPLEMENTATION SERVICES

CONTRACT NO. 002057

CONTRACT DATE: MARCH 14, 2023
CONTRACT AMOUNT: $3,228,249.40

CONTRACT, SCOPE OF SERVICES W/ ADDENDUM TO SCOPE AND CLARIFICATION, METHOD OF COMPENSATION, ADDENDA, NEGOTIATED PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES W/ ADDENDUM TO SCOPE AND CLARIFICATION, METHOD OF COMPENSATION, ADDENDA, NEGOTIATED PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

WORKDAY ENTERPRISE RESOURCE PLANNING IMPLEMENTATION SERVICES

CONTRACT NO. 002057

MARCH 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 002057

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Contract No. 002057

This Contract No. 002057 ("Contract") is made this 14th day of March 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 AVAAP U.S.A. LLC, a foreign limited liability company, registered and authorized to do business in the State of Florida, whose principal address is 1400 Goodale Blvd., Suite 100, Columbus, OH 43212, 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 Enterprise Resource Planning Implementation Services under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 10, 2023, CFX issued Request for Proposals ("RFP") seeking qualified contractors to perform Enterprise Resource Planning Implementation Services; and

WHEREAS CONTRACTOR was selected as the most responsive and responsible proposer of five (5) qualified firms that responded to the RFP and was ultimately selected.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, Addendum to Scope of Services, and Clarification to Addendum to Scope of Services attached hereto as **Exhibit "A"** which are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing Enterprise Resource Planning Installation Services as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Attachments thereto to the extent such Services were outlined in the bid item tabulation attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 This Contract, including insurance policies and bonds,

1.2 The Addenda (if any),

1.3 The Scope of Services (including Attachments), Addendum to Scope of Services, and Clarification to Addendum to Scope of Services

1.5 The Method of Compensation,

1.6 The Technical Proposal submitted by CONTRACTOR, and

1.7 The Negotiated Price Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The initial term of the Contract will be eighteen (18) months from the date indicated in the notice to proceed issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to extend the Initial Contract Term to allow for project completion with pricing remaining unchanged.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, with 30 days' notice upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is $3,228,249.40 as defined in the Price Proposal attached hereto as **Exhibit "C"** and Technical Proposal attached hereto as **Exhibit "D"** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(a) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(b) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

4.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the RFP, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

4.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

4.4 Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted Services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

4.5 CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

5.2 Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(e) Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time.

Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

6.1 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.

6.2 CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

6.3 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

6.4 In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

6.5 CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313,

Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

6.6 CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Contract.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs") whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective ("D/MBE Policy"). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the 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

8.1 Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

8.2 Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of

the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

8.3 CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

(a) Commercial General Liability Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract

(b) Business Automobile Liability if applicable (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

(c) Workers' Compensation Insurance Coverage if applicable, including all coverage required under the laws of the state of Florida (as amended from time-to-time hereafter);

(d) Unemployment Insurance Coverage if applicable in amounts and forms required by Florida law, as it may be amended from time-to-time hereafter;

8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may

not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

8.5 Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

8.6 Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

8.7 The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

8.8 If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

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 gross 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 third-party 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.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

19. DISPUTES

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of

the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

30. E-VERIFY

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 CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Technology & Operations

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: AVAAP U.S.A. LLC
1400 Goodale Blvd., Suite 100
Columbus, OH 43212
Attn: Steve Csuka

With a copy to: AVAAP U.S.A. LLC
1400 Goodale Blvd., Suite 100
Columbus, OH 43212
Attn: Mark Munie

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Attachment 1- Workday Functional and System Requirements v3
Addendum to Scope of Services
Clarification to Addendum to Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Negotiated Price Proposal
Exhibit "D" Technical Proposal
Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2024.

ACCEPTED AND AGREED TO BY:

AVAAP U.S.A. LLC

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

_____
General Counsel for CFX

_____
Print Name

CONSENT AGENDA ITEM
#19

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Fourth Contract Renewal with Tews Consulting, Inc. for Staffing Services
Contract No. 001678

Board approval is requested for the fourth renewal of the referenced contract with Tews Consulting, Inc. in the amount of $120,000.00 for one-year period beginning April 9, 2024 and ending April 8, 2025. The original contract was one year with four one-year renewals.

The services to be provided under this contract are for administrative staffing.

Original Contract	$ 45,000.00
First Renewal	$ 45,000.00
Second Renewal	$ 90,000.00
Third Renewal	$150,000.00
Fourth Renewal	$120,000.00
Total	$450,000.00

This contract is included in the OM&A Budget.

Reviewed by: Evelyn Wilson
Evelyn Wilson
Chief Human Resource Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001678

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and TEWS Consulting Services, Inc. hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on April 9, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Contractor to provide staffing services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term**. CFX and Contractor agree to exercise the fourth renewal of said Original Agreement, which renewal shall begin on April 9, 2024 and end on April 8, 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 the compensation schedule of the Original Agreement in an amount up to $120,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

TEWS CONSULTING, INC.

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O Thacker
Interim General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001678

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of April 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. hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on April 9, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Contractor to provide staffing services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one **(1)** year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in tthis 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 third renewal of said Original Agreement, which renewal shall begin on April 13, 2023 and end on April 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 A$_{gr}$eement in accordance with the compensation schedule of the Original Agreement in an amount up to $150,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement.** All terms and conditions of said Original A$_{gr}$eement 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 A$_{gr}$eement, 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.

By: _____
Print Name: _____
Title: _____

ATTEST: _____
Secretary or Notary
If Individual, furnish two witnesses:

MARY KATHERINE AMUNDSON
Notary Public - State of Florida
Commission # HH 306139
My Comm. Expires Sep 11, 2026
Bonded through National Notary Assn.

By: _____
Print Name: _____

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.04.24 12:49:09 -04'00'
Aneth Williams, Director of Procurement

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: 2023.04.21 14:01:35 -04'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001678

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of December 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and TEWS Consulting Services, Inc. hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on April 9, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Contractor to provide staffing services.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term.** CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on April 9, 2022 and end on April 8, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $90,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the 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.

By: Thomas L. Tews
Print Name: Thomas L. Tews
Title: President

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: Danna E. Rivera
Print Name: Danna E. Rivera

By: _____
Print Name: _____

Notary Public State of Florida
Danna E. Rivera
My Commission GG 330074
Expires 05/12/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.12.15 14:46:11 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2021 for its exclusive use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2021.12.15 09:43:07 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001678

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 11th day of March 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and TEWS Consulting, Inc. hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on April 9, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Contractor to provide staffing services.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on April 9, 2021 and end on April 8, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $45,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

TEWS CONSULTING, INC.

By: [signature]
Print Name: CHARLES L. TEWS
Title: PRESIDENT

County of Orange
ATTEST: [signature] (SEAL)
PCDL T200143662020-0 - ex 6/02/21
Secretary or Notary
If Individual, furnish two witnesses:

By: [signature]
Print Name: Felicia Boglin

By: [signature]
Print Name: Travisia Rymer

FELICIA BOGLIN
Notary Public - State of Florida
Commission # GG 303294
My Comm. Expires Feb 18, 2023
Bonded through National Notary Assn.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.03.17 16:57:16 -04'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2021 for its exclusive use and reliance.

By: Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly, Associate General Counsel Date: 2021.03.17 12:57:34 -04'00'
Diego "Woody" Rodriguez, General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TEWS CONSULTING, INC.

STAFFING SERVICES

CONTRACT NO. 001678

CONTRACT DATE: May 7, 2020
CONTRACT AMOUNT: $45,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STAFFING SERVICES
CONTRACT NO. 001678

This Contract is made this 9th day of April 2020, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and TEWS CONSULTING, INC. dba TEWS COMPANY, 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 staffing services which is exempt from the Procurement process; 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 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 one (1) year beginning April 9, 2020. There shall be four (4) 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 $45,000.00.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the CONTRACTOR's Master Service Agreement.

4. 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.

4.1 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

4.2 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.

4.3 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.

5. 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.

6. 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 incompliance 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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or sect ion providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

17.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

17.2 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.

18. 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.

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.23 07:50:20 -04'00'

Director of Procurement

TEWS CONSULTING, INC.

By: _____

_____

Title

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.22 11:22:29 -04'00'

CFX General Counsel

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY INFORMATION TECHNOLOGY
STAFFING SERVICES
CONTRACT NO. 001678

ACKNOWLEDGMENT OF STANDARD OF CONDUCT
AND CODE OF ETHICS

The undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes Chapter 112.313 and Sections 348.753, and 104.31 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

TEWS CONSULTING, INC.

By: _____
Signature

Print: Charles L. Tews

Title: President

EXHIBIT "A"

TEWS CONSULTING, INC.

MASTER AGREEMENT

Tews Company
Administrative & Accounting Division
Master Service Agreement

This agreement for staffing services is entered into between Tews Consulting, Inc (dba Tews Company) and Central Florida Expressway Authority (Client). Tews Company will provide, upon Client's request, placement services to include locating, interviewing, screening and hiring personnel for Client. Placement services are rendered on a Contract, Contract To Hire and Direct Hire basis.

Background Checks

Tews Company will conduct a criminal background check on all IT and Accounting candidates placed at Client worksites. Criminal background checks will be performed on all Administrative candidates working assignments a minimum of four weeks in duration or longer. Additional background checks required by the Client must be specifically requested in writing on attached background check addendum.

Fee Schedule & Payment Terms

Client shall compensate Tews Company for services rendered at the hourly rate listed below for Contract and Contract To Hire placements. For Direct Hire placements, Tews Company will bill Client the percentage of first year annual base salary listed below.

Contract/Contract To Hire Placement

Rate: Quoted Per Position - 55% markup **Contract To Hire Hours: 560 (*)**

(*) Client solely responsible for tracking total hours worked by candidate.

Direct Hire Placement

% Of Annual Base Salary: 15% Administrative **Guarantee Period: 90 days**
20% All other placements

Client agrees that from six months following receipt of Tews Company candidate resume(s) any future hiring of candidate(s) on either a contract, contract to hire, or direct hire basis will be through Tews Company. If client desires to hire a Tews Company candidate or employee it is agreed that notification will be given to Tews Company, and the client will agree to one of the following hiring options: (a) client agrees that employee will remain on Tews Company's payroll for the designated contract to hire period stated in this agreement; (b) client agrees to buyout the remaining hours on the employee's contract via a prorated buyout fee (c) client agrees to hire the candidate immediately and be billed the direct hire fee percentage stated in this agreement .

Client agrees that fee for services regarding a Tews Company candidate shall be deemed earned by Tews Company, if at any time from the date Tews Company provides the identity of said candidate to Client until six (6) months thereafter, said candidate is employed by Client or subsidiary or related entity of Client. The fee for service shall be

earned and due to Tews Company regardless of the position in which the candidate is hired, even if different than the position for which the candidate is originally referred.

Invoices are payable upon receipt. Invoices not paid within 30 days shall bear interest at the maximum rate allowed by law. Client agrees to bear all reasonable and necessary costs of collection, including attorney's fees and costs. Client further waives all rights to trial by jury in any dispute between Client and Tews Company.

Candidate Health Care Insurance/Affordable Care Act

Tews Company is fully compliant with the Patient Protection and Affordable Care Act (ACA). Tews Company employees assigned to contract assignments working a minimum of 30 hours per week for 120 consecutive days or longer will be offered the option to enroll in Tews Company's health insurance plan. Should an employee elect to enroll in Tews Company's health insurance plan Client bill rate shall increase $1.50 per hour commencing on the employee's 91st business day of employment at Client worksite.

Replacement Guarantee

Tews Company provides a ninety (90) day replacement guarantee on all contract to hire and direct hire placements. In order to receive the replacement guarantee, a client must have paid all invoices in full within 10 days of employee start date. In the event, Tews Company is notified during the first 90 calendar days after candidate start date, Tews Company will replace the candidate at no additional charge to Client. Replacement must be hired within 30 Business days after Tews Company is notified and applies only to replacement of the original position placed with Client.

Co-Employment & Client Worksite Requirements

If a Tews Company Employee is injured, Client agrees to immediately report the accident and shall cooperate in any investigation or litigation related to the accident or claim. Client agrees that it shall report all claims, demands, or threats it receives from any Tews Company employee and shall advise Tews Company of any concerns or disputes involving Tews Company employees.

Client agrees not to entrust contract or contract to hire employees with unsupervised care, custody and control of financial property including cash, checks, accounts, ledgers, balance sheets, reconciliations and payroll deposits. Client acknowledges that they alone control the work environment at Client's business offices. Client acknowledges complete responsibility for implementing reasonable internal controls and procedures to prevent misuse of financial documents and property. Client further acknowledges that Tews Company recommends that Client seek out the advice of a Certified Public Accountant regarding comprehensive internal control procedures to implement in Client's business.

Client, in consideration of being provided temporary or permanent staffing by Tews Company, hereby releases, waive, discharge and covenant not to sue Tews Company, its officers, directors, shareholders, employees or agents (hereinafter "RELEASEES") for liability, actions, claims, or damages arising out of Tews Company providing temporary or permanent staffing to Client. This release includes but is not limited to a release of liability for negligent hiring, negligent supervision, failure to warn or any action or inaction by the Releasees specifically including failure to uncover specific acts of wrongdoing in an employee(s) past through background checks, or inaccuracies in an employee's resume, employment application, or other disclosures of information.

Tews Company makes no express or implied warranties, representations, or promises regarding the fitness, honesty, or reliability of any particular employee however, Client agrees to accept the risk that an employee placed by Tews Company or hired through Tews Company may commit an act of wrongdoing while employed by Client's business resulting in a loss of financial or other property.

Client further agrees that it shall be solely responsible for compliance with all laws prohibiting discrimination, harassment, and retaliation in the workplace since age, gender, sex, religion, disability, marital status, veteran status, national origin, race, color or creed.

The Agreement shall be governed by the laws of the State of Florida and Client and Tews Company mutually agree that the venue for any suit seeking relief under this Agreement shall be the Circuit Court of Orange County, Florida, or the U.S. District Court, Middle District of Florida, Orlando Division. The parties hereby specifically waive any and all objections to venue in such courts including without limitation any objection based on a claim of inconvenient forum.

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 2 and First Contract Renewal with Lowndes, Drosdick, Doster, Kantor & Reed P.A. for Right of Way Counsel Services
Contract No. 001792

Board approval of Supplemental Agreement No. 2 with Lowndes, Drosdick, Doster, Kantor & Reed P.A. for a not-to-exceed amount of $125,000.00 and first renewal of the referenced contract in the amount of $300,000.00 for one year beginning on May 13, 2024 and ending May 12, 2025 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes legal services for right of way acquisition.

Original Contract	$175,000.00
Supplemental Agreement No. 1	$200,000.00
Supplemental Agreement No. 2	$125,000.00
First Renewal	$300,000.00
Total	$800,000.00

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: _____
Glenn Pressimone, P.E.
Chief of Infrastructure

SUPPLEMENTAL AGREEMENT NO. 2

TO

LOWNDES, DROSDICK, DOSTER, KANTOR & REED P.A.

RIGHT OF WAY COUNSEL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR RIGHT OF WAY COUNSEL SERVICES ("Supplemental Agreement") is made and entered into this 14th day of March 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the law firm of Lowndes, Drosdick, Doster, Kantor & Reed P.A, a Florida corporation hereinafter called the "COUNSEL".

WHEREAS, CFX and COUNSEL entered into that certain Agreement for Professional Services between CFX and the COUNSEL, dated May 13, 2021 and supplemented by Supplemental Agreement No. 1 dated August 10, 2023, and

WHERAS, CFX elects to add to the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the COUNSEL shall be subject to adjustment as shall be mutually agreed upon by CFX and the COUNSEL in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the COUNSEL agree as follows:

1. The Agreement is hereby amended as follows:
    a. The Total Contract Amount is adjusted upward by $125,000.00 to $500,000.00.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

LOWNDES, DROSDICK, DOSTER, KANTOR
& REED P.A.

By: _____

Print Name: _____

Title: _____

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: _____
Jo O Thacker
Interim General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001792

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Lowndes, Drosdick, Doster, Kantor & Reed, P.A., a Florida corporation, hereinafter called the ("Counsel"). CFX and Counsel are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on May 13, 2021, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Counsel to provide right-of-way legal services.

WHEREAS, the Parties seek to renew the Original CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 Counsel agree to exercise the first renewal of said Original Agreement, which renewal shall begin on May 13, 2024 and end on May 12, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Counsel shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $300,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Counsel pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O Thacker, Intermin General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR RIGHT OF WAY COUNSEL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR RIGHT OF WAY COUNSEL SERVICES ("Supplemental Agreement") is made and entered into this 10th day of August 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the law firm of Lowndes, Drosdick, Doster, Kantor & Reed P.A, a Florida corporation hereinafter called the "COUNSEL".

WHEREAS, CFX and COUNSEL entered into that certain Agreement for Right of Way Counsel Services between CFX and the COUNSEL, dated May 13, 2021 and

WHERAS, CFX elects to add to the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the COUNSEL shall be subject to adjustment as shall be mutually agreed upon by CFX and the COUNSEL in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the COUNSEL agree as follows:

1. The Agreement is hereby amended as follows:

a. The Total Contract Amount is adjusted upward by $200,000.00 to $375,000.00.

2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.09.14 11:10:27 -04'00'
Aneth Williams, Director of Procurement

LOWNDES, DROSDICK, DOSTER, KANTOR & REED P.A.

By: _____

Print Name: S. Brendan Lynch

Title: Partner

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 14 day of September, 2023 for its exclusive use and reliance.

By: Jo O. Thacker
Jo O. Thacker, Interim General Counsel

AGREEMENT
FOR
RIGHT-OF-WAY
COUNSEL SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.
RIGHT-OF-WAY COUNSEL SERVICES

CONTRACT NO. 001792

CONTRACT DATE: May 13, 2021
CONTRACT AMOUNT: $175,000.00

AGREEMENT, SCOPE OF SERVICES, FEE SCHEDULE, AND POTENTIAL CONFLICT DISCLOSURE FORM

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
FOR
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001792

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001792

THIS AGREEMENT FOR RIGHT-OF-WAY COUNSEL SERVICES ("Agreement") is entered into as of May 13, 2021, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and **LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.**, a Florida corporation, whose principal address is 215 North Eola Drive, Orlando, Florida 32801 ("Counsel").

WITNESSETH:

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis; and

WHEREAS, Counsel is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein; and

WHEREAS, CFX and Counsel desire to enter into this Agreement setting forth the terms and conditions of Counsel's professional legal services.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and Counsel agree as follows:

1. **RECITALS.** The recitals above are true and correct and hereby incorporated by reference.

2. **SERVICES.** CFX does hereby retain Counsel to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A"** (the "Services"). Counsel and CFX agree that the Services of Counsel shall be performed on an as-needed basis as requested by CFX in writing.

3. **NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.**

a. Although CFX currently anticipates using the services of Counsel, CFX provides no assurance to Counsel regarding the amount or quantity of legal services that Counsel will provide CFX under this Agreement. Counsel understands and acknowledges that the provision of the Services to CFX is non-exclusive, and as such, CFX retains the right, at any time, to retain the legal services of another right-of-way counsel.

b. It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates CFX's General Counsel or Associate General Counsel as the CFX employees to whom all communications pertaining to the day-today conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and

decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify Counsel of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

4. RESPONSIBILITIES OF COUNSEL.

a. Counsel agrees to timely provide the professional services and facilities required as a part of the Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

b. Counsel shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

c. Counsel designates S. Brendan Lynch as the primary attorney to provide services to CFX, and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular activity.

d. Counsel agrees to utilize associates and legal assistants/paralegals, under the supervision of Counsel, where appropriate to accomplish cost effective performance of the Services.

e. It shall be the responsibility of Counsel to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

f. Counsel shall be responsible for the professional quality, technical accuracy, competence and methodology of the Services performed under this Agreement.

5. PAYMENT FOR SERVICES AND BILLING.

a. In consideration of the promises and the faithful performance by Counsel of the Services and its obligations set forth herein, CFX agrees to pay an amount not-to-exceed $175,000.00 based on an hourly rate fee schedule attached hereto as **Exhibit "B"** ("Rates"). CFX will not provide a retainer and there will be no increase in the Rates during the Initial Term of this Agreement. In the event Counsel elects to increase the Rates for any Renewal Term, Counsel shall provide written notice of any such increase to the Rates ("Rate Increase") no later than thirty (30) days prior to CFX's Renewal Deadline (hereinafter defined). CFX may, upon receipt of the Rate Increase, in its sole and absolute discretion, elect to terminate this Agreement prior to date upon which the Rate Increase was anticipated to become effective.

b. Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by Counsel, its employees or its professional consultants in the interest of the work effort reasonably required to perform the Services for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

i. Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

ii. Counsel will be reimbursed for the following out-of-pocket expenses, but only

at cost and only to the extent they are incurred directly in connection with the Services: court reporters, deposition transcripts, exhibits.

iii. Counsel will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed $400, that Counsel will first obtain written permission from the General Counsel's Office to exceed such amount.

iv. Counsel will not be reimbursed for expenses such as facsimile, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, Counsel will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

v. If, during the term of this Agreement and any renewals hereof, Counsel desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by Counsel to CFX at the time this Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), Counsel shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by Counsel until it has been approved by the CFX Board. In the event of a designated emergency, Counsel may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than $25,000.

6. PAYMENT.

a. Counsel shall have a documented invoice procedure and shall invoice CFX as designated by CFX. Except to the extent CFX objects to an amount reflected on an invoice, CFX will pay Counsel no later than forty-five (45) days of receipt of a valid invoice. In the event CFX disputes an amount reflected in an invoice, CFX shall provide notice to Counsel of such dispute no later than thirty (30) days of receipt of a valid invoice.

b. Counsel agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

7. TERM. This Agreement shall become effective May 13, 2021, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two (2) one (1) year renewals ("Renewal Term") 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 Counsel are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide Counsel with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"). The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term".

8. CONFLICT OF INTEREST AND STANDARDS OF CONTACT.

a. Counsel represents and warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Counsel, to solicit or secure this Agreement, and that Counsel has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. 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 Agreement without liability at its sole discretion.

b. Counsel acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. Counsel acknowledges that it has read CFX's Code of Ethics and, to the extent applicable, Counsel will comply with the aforesaid CFX's Code of Ethics in connection with performance of this Agreement.

c. As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Counsel agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of this Agreement, 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"**.

d. In the performance of this Agreement, Counsel shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Services.

e. Counsel covenants and agrees that it and its employees, officers, agents, and co-counsels shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement as though set forth in full.

f. Counsel hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Counsel, and that no such person shall have any such interest at any time during the term of this Agreement.

9. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of Counsel, which renders one or more attorneys responsible for performing the Services (collectively, "Key Personnel"), incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to Counsel. It shall be solely within the discretion of CFX whether the affected member of Counsel's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

10. INSOLVENCY. If Counsel shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for Counsel, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

11. TERMINATION. CFX may, by written notice to Counsel terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, Counsel shall immediately discontinue all Services affected (unless the notice directs otherwise), and deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Counsel in performing this Agreement, whether completed or in process.

12. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

13. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from Counsel's Services or have been created during the course of Counsel's performance under this Agreement shall become the property of CFX after final payment is made to Counsel; however, Counsel retains the right to retain copies of its work product and to use same for appropriate purposes. Counsel shall incorporate a similar provision into any subcontracts.

14. AUDIT AND EXAMINATION OF RECORDS.

a. Definitions:

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 this Agreement or Counsel's performance of the Services under this Agreement determined necessary or desirable by CFX for any purpose.

b. Counsel shall preserve all Contract Records for the entire term of the Agreement 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 Agreement, (ii) until all claims (if any) regarding the Agreement are resolved, or (iii) expiration of the Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

c. 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 or Proposal Records of the Counsel or any co-counsel.

d. If CFX requests access to or review of any Contract Records and Counsel refuses such access or review, Counsel shall be in default under this Agreement with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of Counsel. These provisions shall not be limited in any manner by the existence of any Counsel claims or pending litigation relating to this Agreement. Disqualification or suspension of Counsel for failure to comply with this section shall also preclude Counsel from acting in the future as a co-counsel of another counsel doing work for CFX during the period of disqualification or suspension. Disqualification shall mean Counsel is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

e. Final Audit for Project Closeout. Counsel shall permit CFX, at CFX's option, to perform or have performed, an audit of the Contract Records of Counsel and any or all co-counsel to support the compensation paid to Counsel. The audit will be performed as soon as practical after completion and acceptance of the Services. In the event funds paid to Counsel under this Agreement are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with this Agreement, Counsel agrees that such amounts are due to CFX upon demand. Final payment to Counsel shall be adjusted for audit results.

15. PUBLIC RECORDS.

a. Notwithstanding the section on "Press Releases," Counsel acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that Counsel is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Counsel agrees to comply with Section 119.0701, Florida Statutes, and to:

i. Keep and maintain public records required by the public agency to perform the Services.

ii. 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if Counsel does not transfer the records to the public agency.

iv. Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of Counsel or keep and maintain public records required by the public agency to perform the service. If Counsel transfers all public records to the public agency upon completion of the contract, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Counsel keeps and maintains public records upon completion of this Agreement, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Counsel in conjunction with this Agreement (including without limitation Contract Records, if and as applicable), Counsel shall immediately notify CFX in writing of such request. In the event Counsel has public records in its possession responsive to a public records request, Counsel shall comply with the Public Records Act and provide the requested records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by Counsel to grant such public access shall be grounds for immediate unilateral termination of this Agreement by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject Counsel to penalties under Section 119.10, Florida Statutes.

c. The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect as set forth above.

d. IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, Florida 32807.

16. PRESS RELEASES. Counsel 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 under this Agreement, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

17. INDEPENDENT CONTRACTOR. Counsel shall be considered as an independent contractor with respect to all Services performed under this Agreement and in no event shall anything contained within this Agreement or the Services be construed to create a joint venture, association, or partnership by or among CFX and Counsel (including its officers, employees, and agents). Counsel shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner, without express consent from CFX..

18. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. Counsel shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, Counsel agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This

provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT. Counsel hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Counsel, supplier, co-counsel, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." Counsel further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as legal counsel, supplier, co-counsel, or consultant under a contract with any public entity; and may not transact business with any public entity."

20. NOTIFICATION OF CONVICTION OF CRIMES. Counsel shall notify CFX if any of Counsel's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

21. INSPECTOR GENERAL. Counsel understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and co-counsels to the undersigned participating in the performance of this Agreement shall also be bound contractually to this and all applicable Florida statutory requirements.

22. E-VERIFY. Counsel shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Counsel during the Term of this Agreement. Counsel shall require all of its co-counsels verify the employment eligibility of all new employees hired by the co-counsel during the Term of this Agreement.

23. INSURANCE.

a. Counsel, at its sole cost and expense, shall keep in full force and effect and maintain at all times during the Term of this Agreement Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by Counsel.

b. Counsel shall require and ensure that each of its subconsultants and co-counsels

providing Services hereunder procures and maintains, until the completion of the Services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, Counsel shall furnish copies of certificates of insurance evidencing coverage of each subconsultant or co-counsel. Counsel shall require all insurance policies in any way related to the work and secured and maintained by Counsel to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. Counsel shall require of subconsultants and co-counsels, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, Counsel agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should Counsel enter into such an agreement on a pre-loss basis.

c. Counsel shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

d. All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each insurance company shall minimally have an A.M. Best rating of A-, VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of Counsel manuscript policies.

e. Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or Counsel shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. All such insurance required by Counsel shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

g. Compliance with these insurance requirements shall not relieve or limit Counsel's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of Counsel's obligation to maintain such insurance.

h. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

24. INTERPRETATION. For purposes of this Agreement, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or

regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If Counsel discovers any material discrepancy, deficiency, or ambiguity in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Counsel may immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

25. SURVIVAL OF EXPIRATION OR TERMINATION. Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of this Agreement:

a. 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

b. Payment to Counsel for satisfactory work performed or for termination expenses, if applicable; and

c. Prohibition on non-competition agreements of Counsel's employees with respect to any successor of Counsel; and

d. Obligations upon expiration or termination of this Agreement; and

e. Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

a. Immediately upon expiration or termination of this Agreement, Counsel shall submit to CFX, upon request, a report containing the last known contact information for each co-counsel or employee of Counsel who performed work under this Agreement; and

b. Counsel shall initiate settlement of all outstanding liabilities and claims, if any, arising out of this Agreement and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

27. APPROPRIATION OF FUNDS. CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to Counsel to that effect.

28. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as right-of-way counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of Counsel. Therefore, Counsel shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX, which

approval may be withheld, conditioned or delayed in CFX's sole and absolute discretion.

29. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

30. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, overnight delivery service, personal delivery, or transmitted electronically, 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. Notices shall be deemed duly delivered as of the date and time it is personally delivered or transmitted electronically, within three (3) days after deposit with the U.S., one (1) day after deposit with an overnight delivery service, or upon personal delivery. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Diego "Woody" Rodriguez, General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Woody.Rodriguez@cfxway.com

For Counsel:

S. Brendan Lynch
Lowndes, Drosdick, Doster, Kantor &
Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
brendan.lynch@lowndes-law.com

31. WAIVER. The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

32. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

33. RIGHTS AT LAW RETAINED. The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

34. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

35. **ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

36. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, including by electronic (including digital) signature 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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first written below. This Agreement was originally approved by CFX's Board of Directors at its meeting on May 13, 2021.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.05.26 08:25:02 -04'00'

Aneth Williams, Director of Procurement

Date: _____, 2021

APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ONLY.

By: Woody Rodriguez Digitally signed by Woody Rodriguez Date: 2021.05.25 13:05:49 -04'00'

Diego "Woody" Rodriguez, Esquire
General Counsel

Date: May 25, 2021

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A., a Florida corporation

By: _____

Print Name: S. Brendan Lynch

Title: Partner

Date: 04/23/21

EXHIBIT "A"

SCOPE OF SERVICES
RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of CFX's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.

2. Coordinating with CFX's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way easements and other property interests required for future CFX projects.

3. Coordinating with CFX's right of way acquisition agent(s), to negotiate voluntary contract purchases and settlements of right of way acquisition.

4. Handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental assessment review. Counsel shall provide real estate closing services for purchases and sales of property.

5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX.

6. Coordinating surplus property contract negotiations and closings with CFX's real estate broker(s) and land agent(s).

7. Reporting regularly to CFX's Right-of-Way Committee and on an as-needed basis to the CFX Board.

8. Providing input on project budgets and cash flow as requested by CFX.

9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.

10. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

CONSENT AGENDA ITEM
#21

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with Allen, Dyer, Doppelt & Gilchrist, P.A. for Trademark Counsel Services
Contract No. 001781

Board approval is requested for the first renewal of the referenced contract with Allen, Dyer, Doppelt & Gilchrist, P.A. in the amount of $0.00 for one year beginning on April 8, 2024 and ending April 7, 2025. The original contract was for three years with two one-year renewals.

The work to be provided incudes intellectual property counsel services.

Original Contract	$ 49,000.00
First Renewal	$ 0.00
Total	$ 49,000.00

This contract is included in the OM&A Budget.

Reviewed by:
Lisa Lumbard
Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001781

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Allen, Dyer, Doppelt & Gilchrist, P.A., a Florida profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Counsel"). CFX and Counsel are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on April 8, 2021, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained Counsel to provide trademark counsel services on an as-needed basis.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 Counsel agree to exercise the first renewal of said Original Agreement, which renewal shall begin on April 8, 2024 and end on April 7, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. Counsel shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance 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 Counsel pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

ALLEN, DYER, DOPPELT & GILCHRIST, P.A.

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

AGREEMENT FOR INTELLECTUAL PROPERTY COUNSEL SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ALLEN, DYER, DOPPELT & GILCHRIST, P.A. TRADEMARK COUNSEL SERVICES

CONTRACT NO. 001781

CONTRACT DATE: April 8, 2021
CONTRACT AMOUNT: $49,999,99

AGREEMENT, SCOPE OF SERVICES, FEE SCHEDULE, AND POTENTIAL CONFLICT DISCLOSURE FORM

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
FOR
INTELLECTUAL PROPERTY COUNSEL
SERVICES
CONTRACT NO. 001781

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
INTELLECTUAL PROPERTY COUNSEL
SERVICES
CONTRACT NO. 001781

THIS AGREEMENT FOR TRADEMARK COUNSEL SERVICES ("Agreement") is entered into as of April 8, 2021, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 hereinafter ("CFX"), and **ALLEN, DYER, DOPPELT & GILCHRIST, P.A.**, a Florida corporation, whose principal address is 255 South Orange Avenue, Suite 1401, Orlando, Florida 32801 hereinafter ("Counsel").

WITNESSETH:

WHEREAS, on or about November 12, 2009, Orlando-Orange County Expressway retained the services of Counsel pursuant to an engagement letter from Counsel dated November 10, 2009 ("Engagement Letter");

WHEREAS, CFX desires to amend, restate, and supersede the Engagement Letter to set forth the terms and conditions to retain the services of competent and qualified legal counsel to provide trademark counsel services on an as-needed basis; and

WHEREAS, Counsel is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and COUNSEL agree that the Engagement Letter is hereby superseded and replaced entirely with this Agreement, which provides as follows:

1. **RECITALS.** The recitals above are true and correct and hereby incorporated by reference.

2. **SERVICES.** CFX does hereby retain Counsel to furnish professional services and perform those tasks generally described as legal services related to CFX intellectual property matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit "A"** ("Services"). Counsel and CFX agree that the Services of Counsel shall be performed on an as-needed basis as requested by CFX in writing.

3. **NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.**

a. Although CFX currently anticipates using the services of Counsel, CFX provides no assurance to Counsel regarding the amount or quantity of legal services that Counsel will provide CFX under this Agreement. Counsel understands and acknowledges that the provision of the Services to CFX is non-exclusive, and as such, CFX retains the right, at any time, to retain the legal services of another intellectual property counsel

b. It is recognized that questions in the day-to-day conduct of performance pursuant to

this Agreement may arise from time to time. CFX designates the CFX's General Counsel or Associate General Counsel as the CFX employees to whom all communications pertaining to the day-today conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify Counsel of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

4. RESPONSIBILITIES OF COUNSEL.

a. Counsel agrees to timely provide the professional services required as a part of the Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

b. Counsel shall keep abreast of statutes, regulations, codes and applicable case law in all areas of responsibility at its sole expense.

c. Counsel designates Ava K. Doppelt, Esq., as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

d. Counsel agrees to utilize associates and legal assistants/paralegals, under the supervision of Counsel, where appropriate to accomplish cost effective performance of the Services.

e. It shall be the responsibility of Counsel to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

f. Counsel shall be responsible for the professional quality, technical accuracy, competence and methodology of the Services performed under this Agreement.

5. PAYMENT FOR SERVICES AND BILLING.

a. In consideration of the promises and the faithful performance by Counsel of the Services and its obligations set forth herein, CFX agrees to pay an amount not-to-exceed $49,999.99 based on an hourly rate fee schedule attached hereto as **Exhibit "B"** ("Rates"). CFX will not provide a retainer and there will be no increase in the Rates during the Initial Term of this Agreement. In the event Counsel elects to increase the Rates for any Renewal Term, Counsel shall provide written notice of any such increase to the Rates ("Rate Increase") no later than thirty (30) days prior to CFX's Renewal Deadline (hereinafter defined). CFX may, upon receipt of the Rate Increase, in its sole and absolute discretion, elect to terminate this Agreement prior to date upon which the Rate Increase was anticipated to become effective.

b. Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by Counsel, its employees or its professional consultants in the interest of the work effort reasonably required to perform the Services for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

i. Reasonable expenses of transportation, when traveling outside of Orlando,

pursuant to Section 112.061, Florida Statutes.

ii. Counsel will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Services: court reporters, deposition transcripts, exhibits, government filing fees and foreign associate fees.

iii. Counsel will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed $400, that Counsel will first obtain written permission from the General Counsel's Office to exceed such amount.

iv. Counsel will not be reimbursed for expenses such as facsimile, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, Counsel will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

v. If, during the term of this Agreement and any renewals hereof, Counsel desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the Counsel to CFX at the time this Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), Counsel shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the Counsel until it has been approved by the CFX Board. In the event of a designated emergency, Counsel may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than $25,000.

6. PAYMENT.

a. Counsel shall have a documented invoice procedure and shall invoice CFX as designated by CFX. Except to the extent CFX objects to an amount reflected on an invoice, CFX will pay Counsel no later than forty-five (45) days of receipt of a valid invoice. In the event CFX disputes an amount reflected in an invoice, CFX shall provide notice to Counsel of such dispute no later than thirty (30) days of receipt of a valid invoice.

b. Counsel agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

7. **TERM.** This Agreement shall become effective April 8, 2021, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two (2) one (1) year renewals ("Renewal Term") 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 COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide Counsel with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"). The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term"

8. **CONFLICT OF INTEREST AND STANDARDS OF CONTACT.**

a. Counsel represents and warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Counsel, to solicit or secure this Agreement, and that Counsel has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. 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 Agreement without liability at its sole discretion.

b. Counsel acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. Counsel acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, Counsel will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Agreement.

c. As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Counsel agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of this Agreement, 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"**.

d. In the performance of this Agreement, Counsel shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Services.

e. Counsel covenants and agrees that it and its employees, officers, agents, and co-counsels shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will be reference be made a part of this Agreement as though set forth in full.

f. Counsel hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Counsel, and that no such person shall have any such interest at any time during the term of this Agreement.

9. **LOSS OF ESSENTIAL LICENSE.** The parties agree that any occurrence, whether within or beyond the control of Counsel, which renders one or more attorneys responsible for performing the Services (collectively, "Key Personnel"), incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to

terminate this Agreement immediately upon written notice to Counsel. It shall be solely within the discretion of CFX whether the affected member of Counsel's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

10. INSOLVENCY. If Counsel shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for Counsel, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

11. TERMINATION. CFX may, by written notice to Counsel terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, Counsel shall immediately discontinue all Services affected (unless the notice directs otherwise), and deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Counsel in performing this Agreement, whether completed or in process.

12. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

13. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from Counsel's Services or have been created during the course of Counsel's performance under this Agreement shall become the property of CFX after final payment is made to Counsel; however, Counsel retains the right to retain copies of its work product and to use same for appropriate purposes. Counsel shall incorporate a similar provision into any subcontracts.

14. AUDIT AND EXAMINATION OF RECORDS.

a. Definitions:

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 this Agreement or the Counsel's performance of the Services under this Agreement determined necessary or desirable by CFX for any purpose.

ii. "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from CO-COUNSELs, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL in determining a price. Proposal Records shall include, but not be limited to, all information and

data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by COUNSEL in determining labor, unit price, or any other component of a bid submitted to CFX.

b. Counsel shall preserve all Proposal Records and Contract Records for the entire term of the Agreement 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 Agreement, (ii) until all claims (if any) regarding the Agreement 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.

c. 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 or Proposal Records of the Counsel or any co-counsel.

d. If CFX requests access to or review of any Contract Records or Proposal Records and Counsel refuses such access or review, Counsel shall be in default under this Agreement with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of Counsel. These provisions shall not be limited in any manner by the existence of any Counsel claims or pending litigation relating to this Agreement. Disqualification or suspension of the Counsel for failure to comply with this section shall also preclude Counsel from acting in the future as a co-counsel of another counsel doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the Counsel is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

e. Final Audit for Project Closeout. The Counsel shall permit CFX, at CFX'S option, to perform or have performed, an audit of the Contract Records and Proposal Records of the Counsel and any or all co-counsel to support the compensation paid the Counsel. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Counsel under this Agreement are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Agreement, the Counsel agrees that such amounts are due to CFX upon demand. Final payment to the Counsel shall be adjusted for audit results.

15. PUBLIC RECORDS.

a. Notwithstanding the section on "Press Releases," Counsel acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the Counsel is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

i. Keep and maintain public records required by the public agency to perform the Services.

ii. 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if Counsel does not transfer the records to the public agency.

iv. Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of Counsel or keep and maintain public records required by the public agency to perform the service. If Counsel transfers all public records to the public agency upon completion of the contract, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Counsel keeps and maintains public records upon completion of the Agreement, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Counsel in conjunction with this Agreement (including without limitation Contract Records and Proposal Records, if and as applicable), Counsel shall immediately notify CFX in writing of such request. In the event Counsel has public records in its possession responsive to a public records request, Counsel shall comply with the Public Records Act and provide the requested records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by Counsel to grant such public access shall be grounds for immediate unilateral termination of this Agreement by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject Counsel to penalties under Section 119.10, Florida Statutes.

c. The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect as set forth above.

d. IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, Florida 32807.

16. **PRESS RELEASES.** Counsel shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Agreement, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

17. **INDEPENDENT CONTRACTOR.** Counsel shall be considered as an independent

contractor with respect to all Services performed under this Agreement and in no event shall anything contained within this Agreement or the Services be construed to create a joint venture, association, or partnership by or among CFX and Counsel (including its officers, employees, and agents), nor shall Counsel hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

18. **COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.** Counsel shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, Counsel agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19. **PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.** Counsel hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Counsel, supplier, co-counsel, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." Counsel further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as legal counsel, supplier, co-counsel, or consultant under a contract with any public entity; and may not transact business with any public entity."

20. **NOTIFICATION OF CONVICTION OF CRIMES.** Counsel shall notify CFX if any of Counsel's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

21. **INSPECTOR GENERAL.** Counsel understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and CO- COUNSELs to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

22. **E-VERIFY.** Counsel shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Counsel during the Term of this Agreement. Counsel shall require all of its co-counsels verify the employment eligibility of all new employees hired by the co-counsel during the Term of the Agreement.

23. **INDEMNIFICATION.** Counsel shall indemnify and hold harmless CFX and all of its officers, agents, contractors, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by the Counsel, its agents, employees, subconsultants, or co-counsels during the performance of this Agreement, except that neither the COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents, contractors or employees during the performance of the Agreement. When CFX receives a notice of claim for damages that may have been caused by the Counsel in the performance of Services required to be performed by Counsel under this Agreement, CFX will immediately forward the notice of claim to Counsel. Counsel and CFX will evaluate the notice of claim and report their findings to each other within fourteen (14) days. In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by Counsel, CFX and Counsel will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of Counsel in the defense of the lawsuit or to request that Counsel defend CFX in such lawsuit as described in this section. CFX's failure to notify Counsel of a notice of claim will not release Counsel from any of the requirements of this section upon subsequent notification by CFX to Counsel of the notice of claim or filing of a lawsuit. CFX and Counsel will pay their own cost for the evaluation, settlement negotiations and trial, if any, subject to the indemnification provisions hereof. However, if only one party elects to participate in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to Section 768.28, Florida Statutes.

Counsel shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, trademark, product or device which is the subject of patent rights, trademark, or copyrights. Counsel 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, trademark or copyright of the United States. Counsel shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

24. **INSURANCE.**

a. Counsel, at its sole cost and expense, shall keep in full force and effect and maintain at all times during the Term of this Agreement the following insurance of the types and to the limits specified below:

i. Commercial General Liability coverage shall be on an occurrence form

policy for all operations including, but not limited to, contractual, products and completed operations, and personal injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The COUNSEL further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

ii. 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 COUNSEL does not own automobiles the COUNSEL shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

iii. Each of the above insurance policies listed above, 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.

iv. Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the COUNSEL, its employees, agents, co-

counsels, and subconsultants.

v. 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 COUNSEL.

b. Counsel shall require and ensure that each of its subconsultants and co-counsels providing Services hereunder procures and maintains, until the completion of the Services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, Counsel shall furnish copies of certificates of insurance evidencing coverage of each subconsultant or co-counsel. Counsel shall require all insurance policies in any way related to the work and secured and maintained by the Counsel to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. Counsel shall require of subconsultants and co-counsels, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, Counsel agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should Counsel enter into such an agreement on a pre-loss basis.

c. Counsel shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

d. All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each insurance company shall minimally have an A.M. Best rating of A-, VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of Counsel manuscript policies.

e. Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or Counsel shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. All such insurance required by Counsel shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

g. Compliance with these insurance requirements shall not relieve or limit the Counsel's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the Counsel's obligation to maintain such insurance.

h. 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.

25. **INTERPRETATION**. For purposes of this Agreement, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If Counsel discovers any material discrepancy, deficiency, or ambiguity in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, Counsel may immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

26. **SURVIVAL OF EXPIRATION OR TERMINATION.** Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of this Agreement:

a. 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

b. Payment to Counsel for satisfactory work performed or for termination expenses, if applicable; and

c. Prohibition on non-competition agreements of Counsel's employees with respect to any successor of Counsel; and

d. Obligations upon expiration or termination of this Agreement; and

e. Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.

27. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.**

a. Immediately upon expiration or termination of this Agreement, Counsel shall submit to CFX, upon request, a report containing the last known contact information for each co-counsel or employee of Counsel who performed work under this Agreement; and

b. Counsel shall initiate settlement of all outstanding liabilities and claims, if any, arising out of this Agreement and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

28. **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 Counsel to that effect.

29. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as trademark counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of Counsel. Therefore, Counsel shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX, which approval may be withheld, conditioned or delayed in CFX's sole and absolute discretion.

30. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

31. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, overnight delivery service, personal delivery, or transmitted electronically, 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. Notices shall be deemed duly delivered as of the date and time it is personally delivered or transmitted electronically, within three (3) days after deposit with the U.S., one (1) day after deposit with an overnight delivery service, or upon personal delivery. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Diego "Woody" Rodriguez, General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Woody.Rodriguez@cfxway.com

For Counsel:

Ava K. Doppelt, Esq.
Allen, Dyer, Doppelt & Gilchrist, P.A.
255 S. Orange Ave, Suite 1401
Orlando, Florida 32801
adoppelt@allendyer.com

32. WAIVER. The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

33. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

34. **RIGHTS AT LAW RETAINED.** The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

35. **APPLICABLE LAW; VENUE.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

36. **ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

37. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, including by electronic (including digital) signature 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 authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Date: 4/8/2021, 2021

APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ONLY.

By: _____
Diego "Woody" Rodriguez, Esquire
General Counsel

Date: Apr 8, 2021

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

ALLEN, DYER, DOPPELT & GILCHRIST, P.A.,
a Florida corporation

By: Ava K. Doppelt
Print Name: AVA K. DOPPELT
Title: SHAREHOLDER
Date: APRIL 1, 2021

EXHIBIT "A"

SCOPE OF SERVICES
INTELLECTUAL
PROPERTY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future intellectual property matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of CFX's General Counsel's office to provide trademark, copyright and patent services as needed by CFX.

2. Coordinating with CFX's employees, consultants, engineers, appraisers, planning consultants and other CFX consultants to plan and establish trademark, copyright, or patent rights required for future CFX projects.

3. Coordinating as needed with other, copyright, trademark or patent counsel designated by CFX

4. Reporting on an as-needed basis to the CFX Board.

5. Providing input on project budgets and cash flow as requested by CFX.

6. Coordinating with the designated communications and public records officers to respond to trademark, copyright and patent public records inquiries.

7. Providing additional services related to trademark, copyright, or patent matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of McCree General Contractors, Inc. d/b/a McCree General Contractors & Architects, Inc. as a Subconsultant to Nelson Mullins Riley & Scarborough LLP for Right of Way Services
Contract No. 001953

Board approval of McCree General Contractors, Inc. d/b/a McCree General Contractors & Architects, Inc. as subconsultant to Nelson Mullins Riley & Scarborough LLP to provide estimates and full reproduction costs for residential and commercial property structure impacts 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:
Glenn Pressimone, P.E.
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Nelson Mullins Riley & Scarborough, LLP Date: 2/12/2024

CFX Contract Name: Poinciana Parkway Extension CFX Contract No.: 001953

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: McCree General Contractors, Inc. d/b/a McCree General Contractors & Architects, Inc.

Address: 500 E. Princeton Street, Orlando, FL 32803

Phone No.: 407.898.4821

Federal Employee ID No.: 22-3890104

Registered with Sunbiz: ✔ Yes _____ No Minority Vendor: _____ Yes ✔ No

Description of Services to Be Sublet: Area of taking estimates and full reproduction costs new (RCN) for residential and commercial property structure impacts

Estimated Beginning Date of Sublet Services: December 1, 2023

Estimated Completion Date of Sublet Services: Completion of project acquisition process

Estimated Value of Sublet Services*: $ 100,000.00

*(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)

Right-of-Way Counsel
Title

Recommended by: _____ Date: _____
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: 02/19/2024
(Signature of Appropriate Chief)

Reviewed by: _____ Date: 2/19/2024
Director of Procurement

Revised Sublet: Yes X No _____

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 10/3/2023

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 12 with AutoBase Inc. for Road Ranger Safety Service Patrol
Contract No. 001437

Board approval of Supplemental Agreement No. 12 with AutoBase Inc. an amount of $437,003.04 is requested. The original contract was for five years with one five-year renewal.

This purchase is for three (3) fully equipped Road Ranger trucks including dynamic message signs and eight (8) electric vehicle portable chargers.

Original Contract	$ 6,295,550.00
Supplemental Agreement No. 1 -11	$ 2,317,099.78
First Renewal	$ 2,227,000.00
Supplemental Agreement No. 12	$ 437,003.04
Total	$11,276,652.82

This contract is included in the OM&A Budget.

Reviewed by: ___ _

Don Budnovich, P.E.
Director of Maintenance

Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 12

TO

AGREEMENT FOR ROAD RANGER SAFETY SERVICE PATROL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 12 to Agreement for Road Ranger Safety Service Patrol ("Supplemental Agreement") is made and entered into this 14th day of March, 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AUTOBASE INC., foreign profit corporation, authorized to do business in the State of Florida, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for road ranger safety service patrol between CFX and the CONTRACTOR, dated November 8, 2018 as amended or supplemented by that certain Supplemental Agreements No. 1 -11 and Renewal Agreement No. 1 dated August 10, 2023 between CFX and CONTRACTOR (collectively, "Agreement"); and

WHERAS, the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

1. CFX authorizes the CONTRACTOR to purchase three (3) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards and EV portable charger to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of $389,003.04 and Eight (8) EV portable chargers for the remaining eight Road Ranger trucks at a cost of $6,000.00 each for a total of $48,000.00 as outlined in the CONTRACTOR's February 2, 2024 letter to CFX, which is attached hereto as Exhibit "A".

   CFX and CONTRACTOR agree and acknowledge that the useful life of the vehicles is anticipated to be thirty-six (36) months from the date upon which the vehicles are purchased and put into service as part of the Road Ranger Safety Services patrol ("Useful Life"). In the event the Contract expires or terminates prior to the expiration of the Useful Life of the vehicles, CONTRACTOR shall, in CFX's sole and absolute discretion, either (1) pay CFX an amount equal to the prorated cost of the vehicles based on the remaining Useful Life of the vehicles; or (2) transfer title of the vehicles to CFX.

   a. The Total Contract Amount is increased by $437,003.04 to $11,276,652.82.

2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

AUTOBASE INC.

By: _____
Print Name:_____
Title:_____

Attest: _____
Notary

Date: _____

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:_____
Jo O Thacker
Interim General Counsel

Exhibit "A"

Contract No. 001437

AUTOBASE

326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877) 642-5780

February 2nd, 2024

Central Florida Expressway Authority
4974 Orl Tower Rd.
Orlando, FL 32807

RE: Request for Additional Road Ranger Vehicles and EV Chargers

Don,

AutoBase regularly monitors the condition and operational efficiency of our fleet for the Central Florida Expressway Road Ranger Program. An integral part in evaluating the fleet is the quantity of vehicles dedicated to the program. Currently, we have 11 Road Ranger trucks dedicated to the operation. As we continue to partner with the Central Florida Expressway and see the potential increase in needs for the current operation and the program at large, we would like to request new trucks to support our efforts.

New Trucks:

AutoBase is requesting three (3) new Road Ranger vehicles to dedicate to the CFX fleet. AutoBase would purchase and integrate these three new trucks prior to July 1st, 2024 and simultaneously decommission the three vehicles with the highest mileage. By investing in new trucks, CFX would extend the life of the fleet over the next few years and posture the fleet to support any growth in the program.

Below is a current breakdown of the 11 trucks in service and the current mileage. The top three trucks would be decommissioned as the new vehicles become integrated into the program.

#	Truck Number	Mileage
1	OR-1A	493,222
2	OR-6	259,992
3	OR-4S	199,742
4	OR-7	197,828
5	OR-1S	192,981
6	OR-3W	191,790
7	OR-5	158,033
8	OR-4	68,648
9	OR-2	65,451
10	OR-1N	62,032
11	OR-3E	49,540

The cost of each new truck is $129,667.68. This cost includes a new DMS board as well as the EV chargers. The total cost for three new vehicles to be purchased and integrated into the fleet before July 1st, 2024 is **$389,003.04.**

326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877) 642-5780

EV Chargers:

With the rise of Electric Vehicles, there is a growing concern with the ability to address disabled EVs on the roadway. EV Chargers are one way to support this issue. The current cost of an EV Charger to be added to a Road Ranger vehicle is $6,000 per vehicle. We included this cost in the three new trucks. To add additional EV Chargers to the fleet of 8 vehicles, it would cost **$48,000.** Please let us know if this is something that the CFX would like to purchase and outfit for the CFX Road Ranger fleet. Additionally, these EV Chargers would remain the property of the CFX if AutoBase does not renew the contract.

Thank you for your time and consideration in this matter. We look forward to hearing from you.

Very respectfully,

Matthew Frazier
Matthew Frazier
AutoBase, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001437

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 10th day of August 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AutoBase, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on November 8, 2018, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of January 15, 2019, whereby CFX retained the Contractor to perform road ranger safety service patrol.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one 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 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 January 15, 2024 and end on January 14, 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 the Contractor's attached proposal dated June 13, 2023, **Exhibit "B"** in an amount up to $2,227,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

AUTOBASE, INC.

By: Donna LaBella

Print Name: Donna LaBella

Title: President

ATTEST: Lauren Cloude (SEAL)

Secretary or Notary

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.30 10:52:08 -04'00'

Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 28 day of August, 2023 for its exclusive use and reliance.

By: Jo O. Thacker

Jo O. Thacker, Interim General Counsel

Contract No. 001437

AUTOBASE

326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877) 642-5780

June 13th, 2023

Central Florida Expressway Authority
4974 Orl Tower Rd.
Orlando, FL 32807

RE: Proposal for One Year Renewal to CFX Road Ranger Contract

Don,

As AutoBase continues year five of our contract, we would like to be considered for renewing our contract for an additional year and hopefully the first of five potential renewals. I would also like to address two program needs as the CFX considers prior to renewing for the first year beginning January 15th, 2024. AutoBase would like to request a rate increase and an additional purchase of Road Ranger trucks to support the CFX Road Ranger Programs' continuation. Included in this request are two additional services that AutoBase will provide to the CFX for the Road Ranger program, a live-video stream to the RTMC from the Road Ranger vehicle, and a monthly data dashboard analytics tool of Road Ranger performance.

The prices in every aspect of our business have significantly increased since the start of AutoBase serving the CFX Road Ranger Program in 2018. Most of the price increases occurred over the past 18 months and have placed an additional strain on operating the program with the current hourly rate. Vehicle parts, maintenance supplies, and general cost of living have all increased and acted as additional stressors to an already challenging line of work. Additionally, with the increased risk associated with Traffic Incident Management and the recent increase in our automotive insurance rate, we believe a modified unit rate would allow us to successfully continue our partnership for an additional year. The CFX played a crucial role in supporting our request for increased wages for our operators in early 2022 and we have since experienced an increase of 35% of our retention on CFX operators. We believe an additional increase in the rate will result in continue program performance for the CFX Road Rangers. In order to assist the CFX and help stabilize the cost of fuel adjustment provided by the current contract, AutoBase would agree to reset the cost of fuel from our current base price of September, 2018 to a new base price of fuel for **November, 2023**. Below is a breakdown of our current rate with the requested increases. The three components of the increase are **1) Increase in Automotive Insurance, 2) Increase in Wages for 2024-2025, and 3) Increase in Vehicle Maintenance (represented by U.S. Department of Labor-South Region CPI less food and energy at 7% for November 2022).**

Requested Rate Increase for CFX Road Rangers	
Item	Hourly Rate
Current CFX Road Ranger Unit Rate	$40.97
1) Cost for Insurance	$3.30
2) Cost for Increase Wages	$1.20
3) Cost of Increase Vehicle Maintenance	$2.86
Requested Rate for January 15th 2024-January 14th 2025	$48.33

Contract No. 001437

AUTOBASE

326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877) 642-5780

The first proposed additional service for the CFX by AutoBase are the live-video streams to the District 5 RTMC. Each of the AutoBase vehicles are equipped with 4x cameras (front, rear, side, and interior cameras). These cameras will stream the live footage to the District 5 RTMC when on patrol. The RTMC will use this video to gather further information in real time to deploy additional resources and gain a clearer understanding of incidents as they evolve. The cost for this service is $50 per month per vehicle and covers all four cameras while the Road Ranger vehicle is patrolling. We anticipate maintaining a fleet of 12 trucks during the contract for a total of $600.00 per month. This service could start as soon as needed given the operational need of the RTMC.

The second additional service is continuing the data dashboard analytics tool provided to CFX. The cost of this service is $1,500.00 per month. The current service will expire January 14th, 2024. We hope to add this service to the 1-year renewal and continue supporting the program through our analytic tools.

Thank you again for your consideration in this request. AutoBase is excited at the opportunity to continue our partnership with the CFX.

Very respectfully,

Matthew Frazier

Matthew Frazier
Regional Vice President
AutoBase, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 11 entered into this 13th day of April 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes the CONTRACTOR to purchase four (4) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of $460,250.94; and,

2. CFX wishes for the CONTRACTOR to continue providing and maintaining a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 10 1/2 -month term beginning March 1, 2023 and ending January 14, 2024; and,

3. CFX wishes The CONTRACTOR to upfit ten (10) Road Ranger vehicles with rear facing red lights to be consistent with the new FDOT Standards; and,

4. CFX wishes the CONTRACTOR to purchase two (2) Lane Blades for use on the new part-time shoulders on SR 417 and SR 429 as outlined in Attachment "D"; and,

5. CFX wishes to revise the language in Section 2.3.1 – Safety Service Patrol Vehicle Requirements of the Contract Scope of Services by deleting the language ~~strikethrough~~ and adding language underlined

2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy Duty ~~2~~ 3/4 ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used (~~2~~ 3/4) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the

Contractor may request the vehicles continue to be used. ~~at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing.~~ Beginning three years after the Notice to Proceed date and every year thereafter, the Contractor shall provide CFX an assessment of the fleet to perform the contract scope and submit a request in writing for the replacement of any existing vehicles. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current A-6 vehicles and the only change is "Motorist Service Patrol" to Safety Service Patrol" on the new vehicles.)

The design of all markings, except for the CFX logo shall be submitted by the Contractor to CFX for review and approval prior to applying markings to the vehicles. All identification markings shall be maintained in a clean and readable condition throughout the term of the Contract and any renewals. Covering CFX logo or other identification marking is prohibited. The Contractor will be assessed a penalty of $500 per occurrence for violating this requirement.

6. The CONTRACTOR hereby agrees to purchase four (4) new F-250 fully equipped trucks including LiteSys DMS Board (collectively, the "Vehicles") for use by the Road Ranger Safety Service Patrol, subject to the payment by CFX of the total cost of the four (4) Vehicles in the not-to-exceed amount of 460,250.94 as outlined in Attachment "A". CFX and CONTRACTOR agree and acknowledge that the useful life of the Vehicles is anticipated to be thirty-six (36) months from the date upon which the Vehicles are purchased and put into service as part of the Road Ranger Safety Services Patrol ("Useful Life"). In the event the Contract expires or terminates prior to the expiration of the Useful Life of the Vehicles, CONTRACTOR shall, in CFX's sole and absolute discretion, either (1) pay CFX an amount equal to the prorated cost of the Vehicles based on the remaining Useful Life of the Vehicles; or (2) transfer title of the Vehicles to CFX.

7. The CONTRACTOR hereby agrees to providing and maintain a web-based Dashboard at an additional cost of $15,750.00 and invoicing CFX $1,500.00 monthly beginning March 1, 2023 as outlined in Attachment "B"; and

8. The CONTRACTOR hereby agrees to the upfit of ten (10) existing Road Ranger vehicles with rear facing reed lights for a total cost of $7,500.00 as outlined in

Attachment "C"; and

9. The CONTRACTOR hereby agrees to purchase two (2) Lane Blades for use on the new part-time shoulders on SR 417 and SR 429 at a total cost of $70,000 as outlined in Attachment "D"; and

10. CFX and CONTRACTOR agree that this Supplemental Agreement No. 11 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 11; that acceptance of this Supplemental Agreement No. 11 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

11. This Supplemental Agreement No. 11 is necessary to facilitate the purchase of four (4) new F-250 truck with LiteSys DMS Boards, facilitate the Data Analytics Dashboard for Road Ranger Services, upfit ten (10) Road Ranger vehicles with rear facing red lights, purchase of two (2) Lane Blades for part-time shoulder use and revision of the Contract Scope of Services, Section 2.3.1 – Safety Service Patrol Vehicle Requirements.

12. Counterpart and Electronic Signatures. This Supplemental 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.

SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $553,500.94

This Supplemental Agreement No. 11 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.04.26 14:44:07 -04'00'

Aneth Williams, Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 04/17/2023

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 1 day of _____, 2023 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.04.26 11:55:45 -04'00'

Diego "Woody" Rodriguez,
General Counsel

ATTACHMENT "A" Contract No. 001437

AUTOBASE
326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877)642-5780

February 17th, 2023

Central Florida Expressway Authority
4974 Orl Tower Rd.
Orlando, FL 32807

RE: Proposal for Four CFX Trucks

Don,

AutoBase continues to monitor and maintain our Road Ranger fleet for the program. We have surpassed the expected lifespan of many of vehicles in the fleet and are requesting new vehicles to support us. Currently, AutoBase has 5 vehicles that have exceeded 400,000 miles and a couple of those that have breached 500,000 miles serving the CFX Road Ranger program. Similar to previous request for new vehicles, AutoBase is proposing four new F-250 Road Ranger vehicles for the CFX to purchase before July 1st, 2023. We believe adding new vehicles to the current fleet will allow the program continued success and safety as we serve the motorist of central Florida.

We have been able to locate four vehicles that we can purchase soon, but are requesting approval from the CFX. The price for a new CFX Road Ranger F-250, crew cab, gasoline engine is **$106,271.** This price includes all associated equipment, tools, and a LightSys Dynamic Message Sign. The price for a new CFX Road Ranger F-250, crew cab with a diesel engine and similarly equipped is **$115,386.** We have the opportunity to purchase three gasoline trucks and one diesel truck for $434,199. To include Florida sales tax, the total would be **$460,250.94**. All four vehicles can be purchased and in service by July 1st, 2023.

Very respectfully,

Matthew Frazier

Matthew Frazier
Regional Vice President
AutoBase, Inc.

ATTACHMENT "B"

AUTOBASE

AutoBase, Inc.

Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority

December 29th, 2022

Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. The data is helpful for identify areas of improvement and enhancing both program performance and safety to the motorists of CFX.

Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1st, 2023 and ending on February 29th, 2024. The cost of the dashboard is a fixed rate of $1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	**March 1st, 2022 -February 28th, 2023**
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	**$1,500.00/month**

ATTACHMENT "C" Contract No. 001437

AUTOBASE
326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877)642-5780

Central Florida Expressway Authority
4974 Orl Tower Rd.
Orlando, FL 32807

February 15th, 2023

ATTN: Don Budnovich
RE: Proposal for Upfitting CFX Road Ranger Vehicles with Approved Red Lights

Don,

One the best ways to keep both Road Rangers and the CFX traveling motorist safe is to reduce or prevent vehicle crashes and accidents. Increasing the visibility of the CFX Road Rangers while they perform their duties can mitigate the potential for a Road Ranger vehicle or operator from being struck. FDOT has worked to gain the approval of rear-facing red lights for use on the Road Ranger vehicles across the state. This information was provided by the FDOT Road Ranger Program Manager, Shawn Kinney with guidance to all FDOT Districts to begin the transition process to red lights. In Central Florida, both I-4 Ultimate and FDOT District 5 are currently upfitting their fleet with the rear-facing red light bars to increase the safety of the Road Rangers and the traveling motorist.

AutoBase is proposing that CFX would support the upfitting of the rear-facing red lights on the current CFX fleet. We plan to replace the amber lighting modules (six modules) to a red-light for 10 of our vehicles. The current light bar is an DOT approved Whelen Justice Series lightbar. The cost to upfit these light bars will be $750.00 per vehicle for a total of $7,500.00 to upfit the entire CFX Road Ranger fleet. By upfitting our fleet with the rear-facing red lights, CFX Road Rangers will be aligned with the direction of FDOT Road Ranger programs and there will be an immediate positive impact on the visibility of our vehicles and operators at every scene. Additionally, AutoBase would propose that for all new incoming vehicles to the CFX, AutoBase will outfit the trucks with rear-facing red lights. This will reduce the costs to CFX for all future Road Ranger vehicles and ensure the fleet maintains uniformity regarding the safety lighting. Thank you for your consideration in this matter.

Very respectfully,

Matthew Frazier

Matthew Frazier
Regional Vice President
AutoBase, Inc.

ATTACHMENT "D" Contract No. 001437

AUTOBASE
326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877)642-5780

February 16th, 2023

Central Florida Expressway Authority
4974 Orl Tower Rd.
Orlando, FL 32807

RE: Proposal for Lane Blades supporting CFX Part Time Shoulder Use

Don,

AutoBase was able to participate in a conversation regarding the upcoming Part Time Shoulder Use Standard Operating Procedures. Through this discussion, we understand that the Road Rangers play a vital role in the planning, support, and execution of this traffic management tool to enhance mobility and safety of the CFX customers. AutoBase has participated in similar operations nationwide using the Lane Blade, debris removal device. With our experience, we want to propose the purchase of additional Lane Blade devices that will enhance the CFX Road Ranger's ability to sweep and patrol the shoulders prior to lane activation. The Lane Blade is a unique tool that we currently utilize on the CFX and have found success when clearing debris out of active lanes and shoulders. The purchase of two Lane Blades would allow us to prepare the integration of the equipment prior to the PTSU activation in 2024. These tools allow us to gain the ability to quickly and safely clear debris while still having the functionality of a push-bumper.

AutoBase is proposing two Lane Blades to be purchased at $35,000 per unit, for a total of **$70,000.** If purchased soon, we anticipated a 60 day timeline for installation, which could be installed on two of the new Road Ranger vehicles if CFX chooses to approve. These devices have been upgraded since AutoBase first purchased one to use on the CFX. Our feedback to the manufacturer has enhance the design, longevity and utilization of the Lane Blade for daily patrol operations. Thank you for considering this request to support the CFX Road Ranger role and integration into the Part Time Shoulder Use plan.

Very respectfully,

Matthew Frazier

Matthew Frazier
Regional Vice President
AutoBase, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 10 entered into this 12th day of May 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes the CONTRACTOR to purchase three (3) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of $294,000.00; and,

2. The CONTRACTOR hereby agrees to purchase three (3) new F—250 fully equipped trucks including LiteSys DMS Board (collectively, the "Vehicles") for use by the Road Ranger Safety Service Patrol, subject to the payment by CFX of the total cost of the three (3) Vehicles in the not-to-exceed amount of 294,000.00. CFX and CONTRACTOR agree and acknowledge that the useful life of the Vehicles is anticipated to be thirty-six (36) months from the date upon which the Vehicles are purchased and put into service as part of the Road Ranger Safety Services Patrol ("Useful Life"). In the event the Contract expires or terminates prior to the expiration of the Useful Life of the Vehicles, CONTRACTOR shall, in CFX's sole and absolute discretion, either (1) pay CFX an amount equal to the prorated cost of the Vehicles based on the remaining Useful Life of the Vehicles; or (2) transfer title to the Vehicles to CFX.

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 10 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 10; that acceptance of this Supplemental Agreement No. 10 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 10 is necessary to facilitate the purchase of three (3) new F-250 truck with LiteSys DMS boards for Road Ranger Patrol Services.

SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $294,000.00

This Supplemental Agreement No. 10 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.09 14:33:55 -04'00'

Director of Procurement

Date: _____

AUTOBASE INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 06/09/2022

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.06.09 13:52:50 -04'00'

Diego "Woody" Rodriguez,
General Counsel

Contract No. 001437

AUTOBASE
326 BAYVIEW AVENUE
AMITYVILLE, NY 11701
(877)642-5780

Don,

The CFX Road Ranger fleet is approaching a critical time as we evaluate the current condition of the vehicles and project our expected timeline towards the end of the contract. As you recall, CFX originally provided seven trucks to cover six different routes for a total of 16 hours a day, Sunday through Saturday. After the first year we quickly assessed the number of trucks would be inadequate given the demands of responding to CFX motorists and increase in hours. We were pleased to be given an additional spare in 2020 as it helped us maintain our fleet to support the program. In 2021, we then recognized a growing need to increase coverage along SR 417 as the central Florida population and motorists activity grew. CFX again supported our request to add the coverage and an additional vehicle to the fleet for a new total of nine trucks.

As we have continued fulfilling the contract requirements of the Road Ranger program and maintaining our fleet, other challenges have now impacted the health of the fleet. On March 25th, 2022 CFX Road Ranger truck OR-6 was struck while supporting a closed lane on SR 408. This accident immediately removed one of our spare vehicles from the fleet and brought our fleet count to eight. As AutoBase continues to look for the fastest resolution on repairing this vehicle, we conducted an analysis of our fleet in its entirety. This fleet analysis has identified some concerns that we wanted to share with you and present a request to support the Road Ranger program.

The majority (six out of nine) of our CFX Road Ranger trucks currently have over 300,000 miles. All but two trucks in the fleet are gasoline engines. This is a major concern since we are nearing or even past some of the life expectancy of these vehicles. Thankfully, we have continued to manage detailed maintenance plans to keep the trucks in service, but we have a growing concern that some of the vehicles will not make it past 9-12 months at the current pace.

At this time, we would like to request CFX to purchase three additional trucks that would be added to our fleet. These trucks would supplement the current fleet and bring the new total to 12 vehicles. With the current challenge of new truck inventory, we believe we can have the trucks built and outfitted for service in approximately six months from date of approval. By adding three vehicles to the fleet it would ensure there is no loss of coverage to the CFX Road Ranger program should another vehicle get struck in an accident or if any vehicles reach the end of their usable lifecycle. The three vehicles would provide flexibility in the fleet coverage to perform high-mileage maintenance on the original trucks. Additionally, we would recommend to purchase the same vehicle make/model, but all new vehicles would be a diesel engine to increase the life of the vehicles and strengthen the fleet. The plan would be to add these vehicles to the fleet and then reassess every three months as we approach the end of the contract. AutoBase believes that three additional trucks would be the minimum threshold to ensure adequate coverage for another 12-15 months.

Below is the current mileage of the CFX fleet, as well as our current projected mileage if we did not supplement with three trucks. By adding three vehicles to the fleet, the overall mileage would decrease by approximately 25-30% as we would now cover the same routes and mileage with 12 trucks instead of 9.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 9 entered into this 27th day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

WITNESETH:

WHEREAS, CFX have determined it necessary to increase the Contract amount by $30,000.00 to compensate the CONTRACTOR for increases to the hourly rate of the Road Rangers from $18.00 to $20.00, and the hourly rate for Road Ranger Services from $38.81 to $40.97; and,

2. The CONTRACTOR hereby agrees to the rate increases for Road Rangers and Road Ranger services beginning February 1, 2022 as outlined in Attachment "A"; and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 9 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 9; that acceptance of this Supplemental Agreement No. 9 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 9 is necessary to facilitate wage increases for Road Rangers and increase bill rate for Road Ranger Services.

SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $30,000.00

This Supplemental Agreement No. 9 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.28 13:36:51 -05'00'

Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: January 28, 2022

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 28th day of January, 2022 for its exclusive use and reliance.

By: _____

Diego "Woody" Rodriguez,
General Counsel

Attachment "A"

AutoBase Inc.
326 Bayview Avenue
Amityville, NY 11701
877-642-5780
www.autobasecorp.com

January 21st, 2022

Re: Request for Increasing Road Ranger Wages on the Central Florida Expressway

Don,

The national inflation rate and increase in CPI has posed multiple challenges to every American. The current rate of inflation is soaring past many of the wage increases for hourly positions. AutoBase has not been immune to these challenges for our own Road Rangers operating as hourly employees.

This challenge for cost of wages is compounded with many other companies offering competitive employment opportunities to fill high-demand jobs. In an effort to ensure we retain our highly qualified and safe operators; we recommend that the CFX considers an increase of our billable hourly rate that would serve to increase the hourly wages of our employees directly. This request would be designed to have zero impact to AutoBase's profit margin or other operating costs. The intent is solely to increase the wages for our Road Ranger operators from $18.00/hr to $20.00/hr. We believe this will support the overall program for CFX by ensuring we retain talent, offer better employment opportunities to new Road Rangers, and genuinely provide the income for those individuals who daily risk their lives for the safety of the CFX motorist. Please see below for the breakdown in our request of an increase in our billable rate from $38.81 to $40.97. Thank you for your time and concern in this matter.

Current Hourly Rate for Road Ranger Services	**$38.81**
Current Hourly Wage for AutoBase CFX Road Rangers	$18.00

Recommended Hourly Wage for AutoBase CFX Road Rangers	$20.00
Requested Hourly Rate Increase to cover wage	$2.00
Increase to hourly rate for Employer Tax	$0.16

New Requested Hourly Rate for CFX Road Ranger Services	**$40.97**

Please let me know if you have any additional requests or questions.

Sincerely,

Matthew Frazier

Matthew Frazier
Regional Vice President
mattf@autobasecorp.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 8 entered into this 12th day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes for the CONTRACTOR to continue providing and maintaining a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term beginning March 1, 2022 and ending February 28, 2023; and,

2. The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of $18,000.00 and invoicing CFX $1,500.00 monthly beginning March 1, 2022 as outlined in Attachment "A"; and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 8 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 8; that acceptance of this Supplemental Agreement No. 8 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 8 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

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.

SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $18,000.00

This Supplemental Agreement No. 8 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.20 16:21:26 -05'00'

Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 01/17/2022

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CL6355339
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 6, 2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.01.19 12:00:09 -05'00'

Diego "Woody" Rodriguez,
General Counsel

ATTACHMENT "A"

AUTOBASE

AutoBase, Inc.

Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority

January 11th, 2022

Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. The data is helpful for identify areas of improvement and enhancing both program performance and safety to the motorists of CFX.

Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1st, 2022 and ending on February 28th, 2023. The cost of the dashboard is a fixed rate of $1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	**March 1st, 2022 -February 28th, 2023**
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	**$1,500.00/month**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 7 entered into this 13th day of May 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to increase the Scope of Service by adding an additional Road Ranger to patrol SR 417 from International Drive to Narcoossee Road from 6:00 AM to 10:00 PM, seven (7) days per week, at an annual cost of $226,029.44. The CONTRACTOR will purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the fleet used by the Road Ranger Service Patrol in a not to exceed amount of $85,000.00; and,

2. The CONTRACTOR hereby agrees to the expansion of the Scope of Service by adding an additional Road Ranger and purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 7 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No.7 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 7 is necessary to facilitate the additional a Road Ranger and the purchase of a new F-250 truck with DMS.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $311,029.44

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.05.19 09:22:57 -04'00'

Aneth Williams, Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: May 18, 2021

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2026

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2021 for its exclusive use and reliance.

By: Woody Rodriguez Digitally signed by Woody Rodriguez Date: 2021.05.19 09:17:44 -04'00'

Diego "Woody" Rodriguez, General Counsel

AUTOBASE

April 1st, 2021

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

1) AutoBase, Inc. Proposal for Additional Road Ranger

One of the most important performance measures for the CFX Road Rangers is response time. A national goal for similarly sized routes and programs is a 15 minutes response time. Currently, OR-1's (SR 417) average response time for 2021 YTD is **29.93** minutes. The average for the other CFX Sectors (OR-2, OR-3, OR-4, and OR-5) is approximately **10** minutes. With traffic volume increasing and the current construction project on SR 417 set for the next few years, AutoBase does not believe we can significantly reduce the OR-1 response time unless we add additional assets. Unlike our staging method for OR-5, borrowing a Road Ranger truck from either OR-2 or OR-3E only adds further complication to traffic incident management and often the results are not comparable when trying to reduce response times along SR-417.

SR-417 is also the largest sector with only one Road Ranger (OR-1 covers 33 miles). The average miles per Road Ranger on Sectors 2 to Sector 5 is 15.2 miles. Sector 1 is more than double the average of coverage on the other CFX Sectors. To significantly reduce the response time and prevent further delays in response times along SR 417 in the future, AutoBase recommends adding an additional Road Ranger along SR 417 and creating two Road Ranger routes; OR-1S and OR-1N. OR-1S will cover along SR 417 from International Drive (MM6) to Narcoosee (MM22). OR-1N will cover along SR 417 from Narcoosee (MM22) to Aloma Avenue (MM38). This additional coverage will not only improve the response times of SR 417, but also contribute to better response times along SR 528 and SR 408. The value of adding the additional route along SR 417 will not only positively impact the response times, but also increase the quantity of incidents where CFX Road Rangers can assist the customers of CFX and help provide a safe and effective service.

Cost to CFX:

One-time Purchase of new Road Ranger vehicle with DMS Board (OR-1S): **$85,000.00**

Annual service cost for additional OR-1 Road Ranger: **$226,029.44**

-Additional Road Ranger Service includes coverage along SR 417, 6am-10pm, 7 days a week

Total Cost for OR-1 Expansion and one (1) CFX Road Ranger vehicle with DMS board: **$311,029.44**

AUTOBASE

Example of proposed new route

Sector 1 – SR 417 from Aloma Avenue MM6 to International Drive M38

Current OR-1 coverage along SR 417

Proposed Coverage along SR 417

OR-1S: **OR-1N:**

Very Respectfully,

Matthew Frazier

Matthew Frazier
Regional Vice President-South
AutoBase, Inc

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 6 entered into this 31st day of March 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to purchase two (2) Dynamic Message Board (DMS) (LightSys, Inc VCMS 1030F-4); and,

2. The CONTRACTOR hereby agrees to the purchasing, installation and maintaining of the DMS boards at an additional cost of $26,436.82 as outlined in Attachment "A"; and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 6 is necessary to facilitate the purchase of two (2) DMS boards.

5. This Supplemental 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.

SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $26,436.82

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Date: 4/8/2021

AUTOBASE, INC.

By: _____
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: _____
Notary

Date: April 1, 2021

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 8th day of April, 2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez,
General Counsel

ATTACHMENT "A"

AUTOBASE

March 31st, 2021

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

1) Proposal for DMS Board Purchases in Support of CFX Road Ranger Program.

AutoBase currently manages ten (10) DMS boards for the CFX fleet. We inherited nine of the ten DMS boards from the previous vendor and acknowledged they would need to be replaced at some point during the life of the contract. AutoBase has continued to manage the boards by using the spare DMS boards to help repair and sustain the DMS boards mounted on the current trucks. In order to continue maintaining the CFX DMS boards, AutoBase recommends a phased purchasing plan where CFX would replace only a few boards at a time to reduce costs and continue supporting the program. Currently, AutoBase recommends CFX to purchase two additional DMS boards this year to enhance the lifecycle of the DMS boards collectively and retire two older DMS boards to support as spare boards. AutoBase is prepared to conduct the purchasing, installing, and maintenance of the DMS boards.

Costs to CFX:

One (1) CFX DMS Board (LightSys, Inc VCMS 1030F-4): $13,218.41/ea

Total for Two (2) CFX DMS Boards: **$26,436.82**

Very Respectfully,

Matthew Frazier

Matthew Frazier
Regional Vice President-South
AutoBase, Inc

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 5 entered into this 22th day of February 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes for the CONTRACTOR to continue providing and maintaining a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term beginning March 1, 2021 and ending February 28, 2022; and,

2. The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of $18,000.00 and invoicing CFX $1,500.00 monthly beginning March 1, 2021 as outlined in Attachment "A"; and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 5 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $18,000.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.24 11:08:55 -05'00'

Director of Procurement

Date: _____

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: 02/23/2021

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 24 day of February, 2021 for its exclusive use and reliance.

By: Woody Rodriguez

Diego "Woody" Rodriguez,
General Counsel

ATTACHMENT "A"

AutoBase, Inc.

Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority

February 11th, 2021

Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. From August 2020 to December 2020, AutoBase and CFX were able use the data to pilot an innovative approach to the Road Ranger program that resulted in a reduced the average response time for the entire Road Ranger program by 2.9 minutes. This allowed the Road Rangers to meet the needs of the CFX customers quicker than before.

Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1st, 2021 and ending on February 28th, 2022. The cost of the dashboard is a fixed rate of $1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	**March 1st, 2021 -February 28th, 2022**
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	**$1,500.00/month**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

'20 MAY 22 A10:36

This Supplemental Agreement No. 4 entered into this 14th day of May 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes the CONTRACTOR to purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the fleet used by the Road Ranger Service Patrol in a not to exceed amount of $85,000.00; and,

2. The CONTRACTOR hereby agrees to purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No.43 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 4 is necessary to facilitate the purchase of a new F-250 truck with DMS for Road Ranger Patrol Services.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $85,000.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

'20 MAY 22 AM10:24

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.18 16:46:22 -04'00'

Director of Procurement

Date: _____

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.18 13:42:12 -04'00'

Legal Approved as to Form

AUTOBASE, INC.

By: Donna LaBella

Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude

Notary

Date: May 19, 2020

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

ORIGINAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 3 entered into this 27th day of February 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes for the CONTRACTOR to provide and maintain a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term; and,

2. The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of $18,000.00 and invoicing CFX $1,500.00 monthly beginning March 1, 2020; and,

3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 3 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $18,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

'20 MAR 3 PM 2:25

By: _____
Director of Procurement

Date: 3/9/2020

AUTOBASE, INC.

By: Donna LaBella
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: Lauren Cloude
Notary

Date: February 28, 2020

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

REVIEWED AND APPROVED
BY CFX LEGAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 2 entered into this 17th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to purchase seven (7) sets of Dynamic Message Board (DMS) wiring harness systems and two (2) used DMS Boards; and,

2. The Contractor hereby agrees to the purchase of the DMS at an additional cost of $13,132.58; and,

3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 2 is necessary to facilitate the purchase DMS Board.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $13,132.58

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

'18 DEC 26 AM 8:26

By: _____
Director of Procurement

Date: 12/28/18

REVIEWED AND APPROVED
BY CFX LEGAL
12-28-18

AUTOBASE, INC.

By: _____
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: _____
Notary

Date: 12/19/2018

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 1 entered into this 13th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

1. CFX wishes to amend the Scope of Service to extend the service hours from 8:00 P.M. to 10:00 P.M. at the same hourly of $38.81/per hour; and,

2. The Contractor hereby agrees to the revisions at an additional cost of $950,000.00; and,

3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to revise the language in the Scope of Service to extend the service hours.

'18 DEC 17 A 10:29

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: $950,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 12/17/18

AUTOBASE, INC.

By: _____
Authorized Signature

Print Name: Donna LaBella

Title: President

Attest: _____
Notary

Date: 12/14/2018

REVIEWED AND APPROVED
BY CFX LEGAL
Joseph J Passiatore

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

'18 DEC 17 AM10:30

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
AUTOBASE, INC.

ROAD RANGER SAFETY PATROL SERVICE

CONTRACT NO. 001437

CONTRACT DATE: NOVEMBER 8, 2018
CONTRACT AMOUNT: $6,295,550.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

ROAD RANGER SAFETY SERVICE PATROL

CONTRACT NO. 001437

NOVEMBER 2018

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CONTRACT
Contract No. 001437

This Contract is made this 8th day of November 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 AUTOBASE, INC., a New York corporation, registered and authorized to do business in the State of Florida, whose principal address is 326 Bayview Avenue, Amityville, NY 11701 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 Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 05, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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 $6,295,550.00.

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, 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 BONDING

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 polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 **Performance and Payment Bond:**

8.9.1 General Requirements of the Bond: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent's name, address, and telephone number shall be clearly stated on the face of the bond.

8.9.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to the 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 the CFX's initial approval of the company, then the 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 the CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of premium on the defaulting bond, will be borne by the CFX.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually

responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss; and

(ii) all workplace laws, regulations, and posting requirements; and

(iii) all professional laws, rules, regulations, and requirements; and

(iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace policy; and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. 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.

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:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

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. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. 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.

14. 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.

15. 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.

16. 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 CFXs Director

of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the 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.

17. 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.

18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. 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.

20. 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."

21. 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.

22. 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.

23. 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.

24. 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.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract 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

26.2 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.

27. 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.

28. 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.

29. 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.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions

of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: AutoBase, Inc.
326 Bayview Avenue
Amityville, NY 11701
ATTN: Donna LaBella
President

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[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 November 8, 2018.

ACCEPTED AND AGREED TO BY:

AUTOBASE, INC.

By: Donna DeBella

President

Title

ATTEST: _____ (Seal)

DATE: 11/09/2018

32. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Print Name: Aneth Williams

Date: 12/12/18

Approved as to form and execution for the use and reliance by CFX only.

Joseph T Passiatore

General Counsel for CFX

EXHIBIT A

ROAD RANGER SAFETY SERVICE PATROL SCOPE OF SERVICES

1.0 Description

The Contractor shall provide a Road Ranger Safety Service Patrol to motorists stranded with disabled or damaged vehicles on the CFX operated portions of SR 408 (East-West Expressway), SR 417 (Central Florida GreeneWay) SR 528 (Beachline Expressway), SR 429 (Daniel Webster Western Beltway), SR 414 (John Land Apopka Expressway) SR 451, and SR 453 in Orange, and Lake Counties. This represents approximately 118 centerline miles of limited access tolled expressways Five (5) Patrol Sectors have been established. The sectors, as shown in Figure 1, are as follows:

Sector 1	One vehicle shall patrol SR 417 from Aloma Avenue to International Drive
Sector 2	One vehicle shall patrol SR 528 from Boggy Creek Road to SR 520.
Sector 3	One vehicle shall patrol SR 408 from Florida's Turnpike to Goldenrod Road. A second vehicle shall patrol SR 408 from Kirkman Road to SR 50.
Sector 4	One vehicle shall patrol SR 429 from Seidel Road to County Road 437A
Sector 5	One vehicle shall patrol SR 429 from County Road 535 to Mount Plymouth Road. This vehicle shall also patrol SR 414 from US 441 to SR 451 and shall patrol SR 451 from SR 414 to US 441, and SR 453 from SR429 to SR46 (Lake County).

The Contractor shall also retain a minimum of one (1) fully equipped spare vehicles identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a minimum of Seven (7) patrol vehicles.

2.0 Contractor Responsibilities

2.1 The Contractor shall provide Safety Service Patrol Vehicles (a.k.a. "Road Rangers") with qualified operators and a variety of motorist services and related activities during patrol of the sectors. If a motorist does not request a specific towing service or repair facility, the Safety Service Patrol Vehicle Operator shall contact the Florida Highway Patrol (FHP) and request that towing service be provided through the FHP towing service rotation system. In no event shall the Safety Service Patrol Vehicle Operator provide or recommend any towing, repair service or facility to the motorist. If the motorist requests the assistance of a motor club, the Safety Service Patrol Vehicle Operator shall provide a cellular telephone for use by the motorist. See Road Ranger Patrol Sector Map (Figure 2) next page.

2.2 General Requirements

2.2.1 Safety Service Patrol

The Contractor shall operate Safety Service Patrol Vehicles in the designated Patrol Sectors. These sectors may vary based on need. Safety Service Patrol Vehicles shall enter and exit the Patrol Sector at the nearest interchange or toll plaza. The Safety Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops. CFX will issue one (1) non-revenue E-PASS transponder for each sector vehicle. The transponder shall remain with the Safety Service Patrol Vehicle unless transfer to another vehicle is permitted by CFX. Transponders provided by CFX shall be used for business purposes only.

Off-duty Safety Service Patrol Vehicles shall be parked at a mainline toll plaza within the vehicle's designated sector. Toll costs to transport Safety Service Patrol Vehicle Operators to and from the mainline plazas in private vehicles shall be paid by the Contractor.

Safety Service Patrol Vehicles shall provide the required services in each Patrol Sector between the hours of 6:00 a.m. to 8:00 p.m., 7 days per week, 52 weeks per year. These periods may be changed, in writing, by CFX based on need. Such changes will not be accepted by CFX as the basis of any claim by the Contractor for an adjustment in the Contract unit price.

At any time during the term of the Contract, and any renewals, CFX reserves the right to adjust Patrol Sector locations to better accommodate demand for the service. CFX's Director of Maintenance or designated representative will advise the Contractor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Contractor is to provide service under the Contract.

2.2.2 Safety Service Patrol Vehicles shall not leave their designated patrol sectors except:

A. For mechanical failure of the Safety Service Patrol Vehicle. In this instance a backup vehicle shall be put into service.

B. To replenish fuel at the nearest facility not to exceed 2 miles from their designated patrol sector.

C. In response to an order from law enforcement officer or fire department official or at the direction of the Director of Maintenance.

D. To assist other patrol sector vehicles in a motorist assistance call.

2.2.3 Safety Service Patrol Activities Near End of Patrol Shift

When a Safety Service Patrol Vehicle Operator receives a request for service or assistance near the end of the operator's shift from CFX, RTMC (Regional Traffic Management Center), a customer call, or a law enforcement officer, the operator shall respond. The required services shall be made prior to making a shift change.

2.2.4 Maintenance of Safety Service Patrol Vehicles

The vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code and applicable Florida Statutes.

2.2.5 Inspection of Safety Service Patrol Vehicles by CFX

All Safety Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the CFX. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by CFX, shall be removed from service and replaced at no cost to CFX. The Contractor shall immediately replace vehicle(s) removed from service.

2.2.6 Provision for Penalty or Cancellation Due to Non-Performance

If at any time a Safety Service Patrol Vehicle or Safety Service Patrol Vehicle Operator is unavailable for routine sector patrol, the Contractor shall be assessed a penalty of $100.00 per hour for each hour service is not provided. Such penalty charges will be deducted from invoiced amounts otherwise due the Contractor.

The following list of infractions will be considered as non-compliance by the Contractor and an immediate reduction in payment will be made as listed below:

1. Truck not properly equipped - $100.00 per occurrence/per shift.
2. No cellular telephone or inoperative telephone - $100.00 per occurrence/per shift.
3. Sleeping or sitting idle on duty - $1000.00 per occurrence.
4. Inoperative or partially functional AVL system - $1000.00 per day.
5. Inoperative or partially functional Dynamic Message Sign (e.g.., failed pixel board, inoperative handheld unit or controller, inoperative power tilt, CFX standard message library missing from controller) - $100.00 per day per vehicle.
6. Failure to use a Dynamic Message Sign for maintenance of traffic - $50.00 per occurrence.
7. Incomplete Motorist Aid Service Logs - $50.00 per occurrence.

8. Improper uniforms - $50.00 per occurrence/per shift.
9. Crossing of medians will not be tolerated- $100.00 per operator's first occurrence. A repeat violation by an operator will result in removal of the operator from providing any services as part of this contract.
10. Vehicle not fully equipped as specified herein-$100.00 per day per vehicle.
11. AVL and Event Manager shall be integrated into SunGuide and shall be utilized during all assists (see below). In cases when the AVL and Event Manager are disconnected from SunGuide for more than 1 hour- $1000.00 per occurrence.

The reduction in payment as described will continue to be applied until the Contractor is in compliance with the terms and conditions of the Contract. It shall be the Contractor's responsibility to notify the Director of Maintenance when in compliance. Application of this non-compliance reduction in payment will not waive CFX's right to terminate the Contract in the interest of CFX.

2.3 Safety Service Patrol, Vehicle Equipment, Accessories, Parts and Communications Equipment Requirements

All equipment and materials provided by the Contractor in the performance of the services described herein shall remain the property of the Contractor upon completion of the Contract unless otherwise specifically identified in this Scope of Services.

2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy duty 2 ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used (2) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the Contractor may request the vehicles continue to be used at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current

Prior to the initial patrol, the Contractor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure the vehicles meet all specifications and requirements contained herein. The Contractor shall perform similar inspections throughout the term of the Contract and any renewals. Any deficiencies noted during these inspections shall be corrected immediately prior to service patrols. The Contractor shall fully document all inspections and provide copies to CFX on a monthly basis using forms approved by CFX.

The Contractor shall equip each Safety Service Patrol Vehicle with the following items:

A. Towing straps rated at 3,000 pounds minimum.

B. Rubber face push bumper.

C. Spot light.

D. Power outlets ("hot boxes" or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.

E. Two (2) heavy duty, 850 CCA (Cold Cranking AMP) (Minimum) (Dual Battery Switch) Batteries located under the hood.

F. Suitable cab lighting.

G. Rear work lights.

H. A roof mounted Halogen light bar using white and amber colors. Whelen Model #9004SL or CFX approved equivalent.

Dynamic Message Signs (DMS):

Each Safety Service Patrol Vehicle shall also be equipped with a fully programmable, full matrix, dynamic message sign (LED technology) that shall be operated within the cab of the patrol vehicle in slow moving (under 15 mph) or stationary conditions. The Contractor shall use the DMS to provide advisories and assist with maintenance of traffic as a means of improving safety on the expressway system.

CFX will furnish seven (7) dynamic messages signs. The Contractor shall be responsible for all maintenance costs incurred for all vehicle mounted DMS signs. Furthermore, the Contractor shall be responsible for having sufficient working vehicle mounted DMS boards and applicable replacement spare parts available

during all service hours. Monthly inspections shall be conducted by CFX or its designee to verify all vehicle mounted DMS boards are working properly and all replacement spare parts inventory is in stock.

The Contractor shall be responsible for the installation of all vehicle mounted DMS. The unit shall be mounted above the cab and roof mounted Halogen light bar and shall pivot into place from the horizontal to vertical position as needed. The Contractor shall also be responsible for the transfer of all vehicle mounted DMS to new vehicles, if applicable, during the term of the Contract and any renewals. At the closeout of the Contract, the Contractor shall: 1) demonstrate to CFX that all CFX-furnished vehicle mounted DMS are in complete working order; 2) remove the DMS from the patrol vehicles; and 3) deliver the DMS to an CFX-designated location in Orange County, Florida.

The Contractor shall be responsible for all maintenance costs for the vehicle mounted DMS and related components throughout the term of the Contract and any renewals. This includes both manufacturer recommended preventative maintenance as well as repairs. The Contractor shall inspect each sign monthly and provide an inspection report with each monthly invoice. This inspection is in addition to inspections conducted by CFX. The Contractor shall maintain an inventory of spare parts in order to minimize repair times. At the closeout of the Contract, the Contractor shall turn over any CFX- furnished vehicle mounted DMS spare parts to CFX.

At a minimum, the Contractor shall provide and maintain the following spare parts:

Part Description	Qty
Full Matrix LED Module	3
Control Board (CPU)	1
Handheld Keypad Controller	1

The Contractor shall use only spare parts and repair procedures recommended and approved by the DMS manufacturer. Should the Contractor use non-approved parts or installation techniques that causes additional failures or damage to the equipment, the Contractor shall be responsible for all additional repair costs. Where significant damage may have resulted from the acts of the Contractor, the Contractor shall be responsible for the replacement cost of the dynamic message sign.

The Contractor shall coordinate with the CFX on the development of a standard message library to be programmed into the DMS controller. Additional messages may be added to the message library if approved in advance by an CFX

representative. The Contractor shall have a laptop with compatible Base Station DMS software available whenever maintenance activities or updates to the message library are performed. The Contractor shall also maintain a backup of the latest DMS message library sign configuration file at all times.

The Contractor shall be responsible for arranging for DMS training for all Safety Service Patrol Vehicle Operators at the beginning of the Contract term and whenever a new Safety Service Patrol Vehicle Operator is assigned. DMS training shall be provided by a certified DMS representative.

Automatic Vehicle Location (AVL) System:

The Contractor shall provide hardware, software, support, training, installation of equipment, and services that will be the basis of an Automatic Vehicle Location (AVL) system. The Contractor shall ensure there is an operational AVL monitoring system installed in each Safety Service Patrol Vehicle and shall be responsible for protecting all system components. Throughout the term of the Contract and any renewals, the Contractor shall be responsible for all costs associated with the maintenance of the AVL system including any equipment in use by CFX, Florida's Turnpike Enterprise, and the Florida Department of Transportation District Five for communication with the AVL system. The Contactor shall be responsible for all fees associated with the operation of this system.

The AVL system shall use Global Positioning System (GPS) technology to provide real-time location information for Safety Service Patrol Vehicles. The AVL system shall provide automatic tracking of Safety Service Patrol Vehicles that is accessible via a user friendly client interface using a standard web browser with an internet connection. The client interface shall provide a vehicle polling and tracking capability that will enable CFX to vary the polling cycle (maximum of once per minute) to ensure the accurate real time tracking of vehicles. The client interface shall be provided at the following locations:

- CFX Headquarters located at 4974 ORL Tower Rd, Orlando, FL 32807
- Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) located at 133 South Semoran Boulevard, Orlando, FL.
- Contractor's facility

The Contractor shall install all necessary equipment on each Safety Service Patrol Vehicle to facilitate AVL including, but not limited to, a GPS receiver and a digital modem. The Contractor shall use a cellular data service provider communications services between the vehicles and the gateway server. The AVL system shall include, but not be limited to, the following:

1. GPS Receiver:
Provide and install a Global Positioning Satellite (GPS) receiver on each vehicle that provides latitude, longitude, speed and heading for the AVL function and is appropriate for integration into an AVL application. The receiver shall accurately locate the vehicle within 30 feet. The receiver shall include a permanently mounted external vehicle antenna. The receiver shall be powered from 12 Volts DC from the vehicle.

2. Data Modem:
Provide and install a data modem transceiver on each vehicle. The modem transceiver sends and receives data from the GPS receiver and communicates with the wireless communications network. The modem transceiver shall communicate with the wireless communications network in both transmit and receive modes with the vehicle in motion and at rest. The modem transceiver shall maintain a network connection with all vehicle electrical devices in operation. The modem transceiver shall include a permanently mounted external vehicle antenna. The modem transceiver shall be powered from 12 Volts DC from the vehicle.

3. Wireless Cellular Data Network:
Provide access and air-time on a wireless cellular data network for all mobile data communications. The wireless network shall be suitable for AVL, providing connectivity from data modems installed in the vehicle and the gateway server.

4. Gateway Server:
Provide access to a gateway server. The gateway server shall receive vehicle position and status data over a wireless cellular data network. The gateway server shall archive and serve the data in real-time to clients via the Internet using standard TCP/IP protocols. The gateway server shall provide the AVL data source for the mobile position and fleet tracking client software.

5. Mobile Position and Fleet Tracking Client Software:
Provide access to a web-based AVL mobile position and fleet tracking client software capable of displaying real-time vehicle position and status data on a digital map via an internet browser. The mobile position and fleet tracking client software shall be accessible via an internet connection with a Uniform Resource Locator (URL) to a password protected website. The mobile position and fleet tracking client software shall provide, at a minimum, the following capabilities:

   a. Track vehicles on a digital map

   b. View a vehicle's position, speed, heading, and status

c. Locate addresses

d. Place map pins at user-defined locations

e. Change map pin title and symbol

f. Zoom/Pan on map

g. Locate vehicles by unique Service Patrol Vehicle Identifiers

6. SunGuide Software Interface:
The Florida Department of Transportation District Five Regional Traffic Management Center is currently using the SunGuide traffic management software and is planning to do so over the term of the Contract. The FDOT RTMC operations staff or their designated contractor will monitor Safety Service Patrol Vehicle activity via SunGuide Software. The AVL and data input system known as the AVL Data Acquisition Component shall used by the Safety Service Patrol staff to record and receive event and Road Rangers dispatch information. This information shall be CFX-approved and integrated into the Florida Department of Transportation's SunGuide software at the expense of the Contractor. Specific interface requirements are as follows:

a. The AVL Data Acquisition Component shall acquire vehicle information containing position coordinates in XML format and provide it to SunGuide via the existing SunGuide AVL interface version V5.1.1 or later.

b. The AVL Data Acquisition Component shall be able to acquire a data file in XML format via the existing SunGuide AVL interface.

c. If multiple files are provided to SunGuide containing more than one position for a vehicle, the AVL data acquisition component shall order the position reports by vehicle chronologically so the most currently reported position is last in the list.

The AVL Data Acquisition Component shall also have an interface with the Florida Department of Transportation's SunGuide Event Manager Subsystem. The AVL Data Acquisition Component shall have two way communications between the Road Ranger Vehicle and the RTMC. The system shall allow the RTMC operators to dispatch the Road Rangers via SunGuide. The AVL Data Acquisition Component shall allow the Safety Service Patrol Staff to open, update, and close the events electronically and automatically from the vehicle.

Within 5 calendar days of the Notice to Proceed, the Contractor shall demonstrate connectivity between the AVL data acquisition component and FDOT

District 5. This demonstration is also required of CFX's SunGuide System as directed by the CFX. The Contractor shall demonstrate a fully functional AVL system where Safety Service Patrol vehicles are actively displayed on CFX's, FDOT District 5 SunGuide Map.

The Contractor shall also demonstrate two-way communications to the FDOT RTMC within the SunGuide Event Manager subsystem. The RTMC Operator shall be able to use SunGuide to demonstrate the AVL data acquisition component receiving dispatch from the RTMC, opening an event, updating the event, receiving updates from the RTMC, closing the event and ensuring the event has been logged for monthly invoicing. The AVL data acquisition component interface shall have all data elements as required by the existing SunGuide AVL interface such as location IDs, events, and activities as directed by CFX.

The Contractor shall ensure all events in CFX's right of way are successfully submitted to the SunGuide software. Any events occurring on FTE right of way shall be called into the FTE TMC. The Contractor shall report all events, regardless of their location, and shall include all events in the monthly and quarterly logs that are delivered to CFX and described within this Scope of Services.

2.3.2 Equipment/Accessories/Parts Requirements

Each Safety Service Patrol Vehicle shall have a tool box containing:

1. Screwdrivers:

   Standard l/8, 3/16, 1/4, 5/16 (1 each)
   Phillips head #1 and #2 (1 each)
   Star Driver (l set).

2. Needle nose pliers (1 pair).

3. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair).

4. Crescent wrenches:

   8 inch (l each)
   12 inch (1 each).

5. 5 pound hammer (1 each).

6. Rubber mallet (1 each).

7. Electrical tape (20 yards).

8. Duct tape (20 yards).

9. Tire pressure gauge (1 each).

10. Mechanic's wire (25 ft. roll).

11. Bolt cutters (1 pair).

12. Wire cutting pliers (1 pair).

13. Complete set of open end and box wrenches (both metric and standard).

14. Diesel fuel (minimum 10 gallons) - In approved can or tanks.

15. Unleaded gasoline (minimum 10 gallons) - In approved can or tanks.

16. 3 quarts of SAE 10W-30 motor oil.

17. First Responder First Aid Kit, fully and continuously stocked (1 each).

18. Fire extinguisher, 10 pound Dry Chemical ABC (2 each)- Meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.

19. Pry bar, minimum 36 inches in length (1 each).

20. Radiator water (10 gallons).

21. 4 inch x 6 inch x 12 inch wood blocks (2 each).

22. 24-inch-wide street broom (1 each).

23. Shovels

    Square-end (l each)
    Round-end (l each).

24. Highway wet flares, 30-minute burn (36 each).

25. Cones, 36" inch reflectorized per FDOT Design Standard Index 600, sheet number 12 of 13. (15 each).

26. Hydraulic floor jack, 2-ton (1 each).

27. Lug wrenches (metric and standard) to fit all vehicles (1 set each)

28. Air operated impact wrench with sockets to fit all vehicles (metric and standard) (1 set each).

29. Air compressor, 200 psi capacity, rechargeable portable air tank, hose and fittings capable of inflating tires of vehicles and operating impact wrench for tire removal and replacement (1 each).

30. Large flashlight and spare batteries (l set).

31. Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum 25 feet in length (l set).

32. Funnel, multi-purpose, flexible spout (1 each).

33. Trash can, 5 gallon (l each).

34. 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry" (2 each).

35. Individual 8 ounce water bottles of purified drinking water. (minimum of 15 each at all times).

36. A copy of the current telephone company white and yellow pages.

37. Business cards identifying the service and contact number for comments and questions. (500 each)

38. Copy of Florida Statutes Chapter 316

39. Cards printed with Florida Statutes Chapter 316.061 to provide to customers (100 each)

40. Disposable 35 mm camera, minimum 12 exposures (2 each).

41. Engine Coolant, 1 gallon (1 each)

2.3.3 Communications Equipment Requirements

A. Each Safety Service Patrol Vehicle shall be equipped with a cellular mobile telephone on CFX's fleet service and approved by the CFX. The phones shall be available for all motorist service contacts. The Contractor shall be responsible for all costs associated with the cellular telephones throughout the term of the Contract and any renewals. The Contractor shall obtain and maintain all necessary licenses.

B. Public Address System

Each Safety Service Patrol Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

2.4 Safety Service Patrol Vehicle Operator's Duties and Responsibilities

2.4.1 Patrol Duties

The Safety Service Patrol Vehicle Operator shall continuously patrol the designated sector seeking disabled/damaged vehicles, stranded motorists, debris in the roadway, spilled loads, accidents, obstructions to traffic and other potential hazards, etc.

2.4.2 Clearing, Clean-up and Communication

A. The Safety Service Patrol Vehicle Operator shall: clear lanes of all disabled/damaged vehicles in accordance with this Scope of Services; remove debris, spilled loads, etc., encountered in the sector; remove small non-hazardous debris from the roadway and paved shoulder area and place the debris in areas designated by the Director of Maintenance.

B. The Safety Service Patrol Vehicle Operator shall call the following parties where appropriate:

(1) FHP and the CFX for accidents, emergencies, law enforcement situations, or for rotation towing of vehicles.

(2) Local fire departments for verified fires. Also notify FHP and the CFX.

(3) The CFX and FHP for large spilled loads or large debris, or in other situations as appropriate.

(4) The FDOT Regional Traffic Management Center (RTMC) or Florida's Turnpike Enterprise Turkey Lake Traffic Management Center (where appropriate) to offer assistance with traffic control at incident locations in their patrol sector.

C. Assistance to Motorists

Unless responding to an emergency dispatch causing lane closure, the Safety Service Patrol Vehicle Operator shall not pass up any stranded motorist on any CFX sector. If the operator must pass a disabled motorist

because he is responding to an emergency dispatch causing lane closure, he shall notify the RTMC of the location of the stranded motorist for an operator from another sector to attend to.

The Safety Service Patrol Vehicle Operator shall provide prompt, courteous and skillful assistance to motorists as follows:

(1) Place a red tag or sorry card for abandoned vehicles.
(2) Offer assistance to motorist to move the disabled vehicle from traffic lanes in accordance with Florida Statute Chapter 316.
(3) Clear debris from roadway.
(4) Give pulled over motorist directions.
(5) Maintenance of traffic when needed by FHP or to protect a disabled vehicle.
(6) Provide fuel to motorist enabling them to reach the closest fueling location.
(7) Change flat fires.
(8) Provide jump starts.
(9) Provide oil.
(10) Transport motorist to a safe area.
(11) Provide drinking water, etc., when necessary.
(12) Provide water and engine coolant.
(13) Assist motorist with mechanical failures and perform minor repairs where feasible if the repair can be made quickly (maximum 15 minutes).
(14) Relocate vehicle if directed by FHP or CFX.
(15) Provide the motorist a telephone if necessary.
(16) Provide assistance for lock outs.
(17) Provide absorbent for spills.
(18) Extinguish fires without compromising operator's safety, otherwise wait for Fire Rescue.
(19) Call wrecker for the motorist.
(20) The Safety Service Patrol Vehicle Operator shall never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. The Safety Service Patrol Vehicle Operator shall remain with a motorist in dangerous environments until help arrives or they can be relocated to a safe area. The Safety Service Patrol Vehicle Operator shall also remain with a motorist who expresses concern over their safety if the Safety Service Patrol Vehicle leaves.

The Safety Service Patrol Vehicle Operator shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of operator and/or termination of the Contract.

D. Advice to Motorists

Prior to providing services, the Safety Service Patrol Vehicle Operator shall advise the motorist of the following:

(1) Moving, fueling, servicing the vehicle or calling a towing service is being provided free of charge as a courtesy by CFX.

(2) The Safety Service Patrol Vehicle Operator will attempt minor repairs not to exceed approximately fifteen (15) minutes once the vehicle is cleared from the travel lanes.

(3) Should repairs not prove feasible or solve the problem, the motorist will be allowed up to three (3) telephone calls (inclusive of "411") of three (3) minutes duration each within Orange, Seminole, Lake and Osceola Counties, using the Safety Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.

(4) All costs for further service, towing or transportation must be paid by the motorist.

E. Disabled Vehicles

The Safety Service Patrol Vehicle Operator shall offer assistance to motorists to move disabled vehicles from the traffic lane. If the motorist refuses to move the vehicle, the operator shall provide the motorist with a copy of Florida Statutes Chapter 316.061 printed on a card informing them that they may be cited for a non-moving violation, punishable as provided in Chapter 318. If the motorist continues to refuse to move the vehicle, the operator shall contact the FHP for assistance and remain on the scene until FHP personnel arrive. The Safety Service Patrol Vehicle Operator shall not attempt to move the disabled vehicle until directed to do so by the FHP.

If the motorist requests assistance to move the vehicle, the operator shall use an appropriate method of moving the disabled vehicle from the traffic lanes.

Vehicles that are disabled due to lack of fuel shall be provided with a minimum amount of proper fuel to reach the closest fueling location. If the vehicle is not then able to continue under its own power, the Safety Service Patrol Vehicle Operator shall contact the FHP for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

All disabled vehicles that are relocated shall be parked on the shoulder area with the wheels turned away from the roadway and the parking brake set if possible.

F. Abandoned Vehicles

When an abandoned vehicle is observed, the Service Patrol Vehicle Operator shall contact the FHP to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic. The Safety Service Patrol Vehicle Operator shall tag the vehicle with a comment/sorry card depicting the time/date the vehicle was discovered.

If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Safety Service Patrol Vehicle Operator shall request the FHP for assistance to move the abandoned vehicle to the roadway shoulder.

G. Accidents

The Safety Service Patrol Vehicle Operator shall call for law enforcement, fire and ambulance assistance as necessary at accident scenes and remain at such scenes until the appropriate assistance arrives. The Safety Service Patrol Vehicle Operator shall follow all directions of law enforcement personnel.

The Safety Service Patrol Vehicle Operator shall protect accident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, dynamic message board, and assisting in traffic control.

H. Assistance to Law Enforcement Personnel

The Safety Service Patrol Vehicle Operator shall render assistance to law enforcement personnel when requested. Safety Service Patrol Vehicle Operators shall follow the instructions of law enforcement personnel.

I. Transporting Motorists

The Safety Service Patrol Vehicle Operator shall make every reasonable effort to avoid leaving the motorist and any other passengers stranded on the roadway. If the motorist refuses vehicle assistance or towing services, the Safety Service Patrol Vehicle Operator shall, follow the procedure in

subarticle 2.4.2., paragraph E, above for disabled vehicles. The Safety Service Patrol Vehicle Operator shall not transport a mororist or passengers to a private residence.

J. The Safety Service Patrol Vehicle Operator shall notify CFX when dead animals need to be removed from the roadway or paved shoulder.

K. Notice/Questionnaire/Response Form

CFX will provide a postage paid, Notice/Questionnaire/ Response Form for the Safety Service Patrol Vehicle Operator to provide to every individual receiving assistance from the Contractor.

L. Adhere to "BLEEP" (Beachline Emergency Operations Plan) operational Procedures in coordination with FDOT & FHP

2.5 Safety Service Patrol Vehicle Operator Requirements

Safety Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be at least 18 years of age, have a safe driving record as defined in Florida Statute 322.121 (2-7) and no criminal record. A criminal history record check conducted by the State's Department of Law Enforcement and the Federal Bureau of Investigation shall be provided by the Contractor to CFX for each employee (operator) when hired. Re-checks shall be conducted every six months. These criminal record checks shall go back as far as the employee's date of birth. Contractor shall provide CFX with employee (operator) driver's license checks every six (6) months.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations and every six (6) months thereafter.

Safety Service Patrol Vehicle Operators shall be competent in the tasks of operating the safety service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide work/employment history of the proposed operators for review and acceptance by CFX prior to assigning operators to Safety Service Patrol Vehicles. The work/employment history shall show adequate mechanical background to perform the required vehicle repairs. The CFX reserves the right to reject vehicle operators prior to being assigned duties. CFX also reserves the right to require dismissal of any employee who is not suitable or is not able to perform the required duties.

The Safety Service Patrol Vehicle Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon CFX. Safety Service Patrol Vehicle Operators shall:

1. Wear a uniform style shirt with collar and dark trousers or Bermuda shorts (no jeans) while on duty. Uniform shirts shall include CFX logo on one sleeve and Florida's Turnpike Enterprise logo on the other sleeve. Undershirts, if worn, shall not have printing or pictures that show through the outer shirt. If a hat or jacket is worn, it must match the uniform and be without adornment, lettering or patches unless specifically approved byCFX. The uniforms shall be clean at the start of each shift.
2. Be well-groomed and courteous at all times.
3. Wear clearly visible name plates reflecting operator's first and last name. No emblems, patches, Contractor names, or Contractor logos will be permitted.
4. Inspect assigned Service Patrol Vehicles at the beginning of each shift and take action as necessary to ensure that they are in compliance with all specifications and requirements of this Scope of Services.
5. Keep cellular telephone 'on' and the volume 'up'.
6. Remain on the assigned Patrol Sector and depart from the Patrol Sector only as described in this Scope of Services.
7. Exercise caution and safety at all times and obey all traffic laws.
8. Stop on the roadway within the sector only to provide service as outlined herein.
9. Use extreme caution in moving all disabled vehicles.
10. Accept no payment for any type of service rendered.
11. Contact CFX and FHP when appropriate.
12. Carry no firearms or other weapons either on their persons or in the Service Patrol Vehicle.
13. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
    a. When merging or exiting from traffic lanes to an incident site.
    b. To warn traffic when performing services specified herein.
14. Wear orange safety vest with reflective striping at all times while outside the Service Patrol Vehicle.

2.6 Safety Service Patrol Vehicle Operator Training and Certification Requirements

All Safety Service Patrol Vehicle Operators shall obtain the following training and certifications within sixty (60) calendar days from the date of Contract award. New operators hired after Contract award shall also be required to obtain the following training

and certifications within (60) days of hire. The cost for training and licensing operators is the responsibility of the Contractor. If the Contractor chooses to do its own training, the trainer(s) shall be fully certified and licensed (if required) to conduct the training.

The Contractor shall ensure that all Safety Service Patrol Operator Certifications remain valid for the term of the Contract and any renewals. Under no circumstances shall a Safety Service Patrol Operator be allowed to operate under the Contract if his/her various mandatory certifications/training have expired.

The Contractor shall document that operators have completed these training requirements. The Contractor shall maintain a current listing, by Safety Service Patrol Operator names, documenting the types of training received, date training was received, the date training/certification expires, location of training and instructor's name. The list shall be provided to CFX each quarter of the calendar year, beginning with the effective date of the Contract.

1. Certification and Training in CPR.

2. Certification and Training in Basic First Aid.

3. Basic Maintenance of Traffic (MOT) Training.

    a. Safety Service Patrol Operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility Level" shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course. If a new employee is not able to immediately attend MOT training, then the Contractor shall show the employee a training video in conjunction with hands-on training to ensure that the new employee understands the basic safety principals of MOT. This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.

    b. Safety Service Patrol Operators shall attend a refresher MOT course annually.

4. DMS Operational Training (operators) and DMS manufacturer maintenance training (Contractor maintenance personnel).

2.7 Safety Service Patrol Vehicle Logs

Each Safety Service Patrol Vehicle Operator shall maintain a "Safety Service Patrol Log" that shall be completed daily and made available to CFX upon request. The Contractor

shall provide a laptop personal computer or tablet located in the cab of each safety service patrol vehicle with a driver-friendly application in order to collect the log data electronically as well as be entered in SunGuide. All service patrol log data shall be provided monthly in an electronic database format (Microsoft Access .mdb file extensions or CFX-approved equivalent). The database structure shall be subject to CFX approval. Hand-written logs shall only be used as a backup in the event the laptop or tablet is not functioning. The Contractor shall convert any hand-written log data into a standard electronic format approved by CFX.

The Safety Service Patrol Log shall include:

1. The date of the log entry.

2. The following times (using military time):
   a. The time when the Safety Service Patrol Vehicle Operator was advised of a given incident.
   b. The time of arrival of the Safety Service Patrol Vehicle at a given incident.
   c. The time of departure of the Safety Service Patrol Vehicle from the scene of a given incident.

3. The nature each incident including (Activity list is subject to change throughout the contract):

Abandoned	Made Own Arrangements
Debris	Place Sorry Card
Directions	Call Wrecker
MOT	Vehicle Overheating
Gone on Arrival	Drinking Water
Gas	Coolant
No Assistance	Engine/Mechanical
Tire Service	Relocate Vehicle
Jump Start	Void
Oil	Phone
Other	Translate
Transport	Lock Out
Assist FHP	Absorbent
Minor Repair	Medical Assistance
Diesel	Drinking Water
Extinguish Fire	Coolant

4. Whether the incident/assist was detected by normal patrol activity or in response to a dispatcher's call

5. The incident/assist location and approximate distance to a mile post or call box number, the lane(s) in which the incident was located, the direction of travel of the lanes, the patrol sector number. The latitude/longitude of the stop shall also be documented electronically and associated with the log entry.

6. When available, the following information shall be recorded.

   a. The vehicle's make, model, body type, and license plate number.

   b. The nature of the problem.

   c. The disabled vehicle driver's name.

   d. The type of assistance provided by the Service Patrol Vehicle Operator.

   e. Any damage evident before, and after, pulling or pushing the vehicle.

   f. If additional assistance was required.

   g. If FHP is on Scene, do not record information.

7. Weather conditions.

8. The Safety Service Patrol Vehicle Operator's name.

9. Safety Service Patrol Vehicle number.

10. Safety Service Patrol Vehicle odometer reading at beginning and ending of each shift.

11. Other pertinent information or comments.

12. Milestones of incidents if not updated in SunGuide by the RTMC.

CFX reserves the right to change the data required or the method of collection and reporting at any time.

2.8 Safety Service Patrol Vehicle Activity Reports

The Contractor shall prepare and submit to CFX monthly and quarterly activity reports summarizing the daily logs. The statistics contained within these reports will be used by CFX to measure the utilization, effectiveness, and performance of the program. Specifically, reports shall be prepared to allow CFX to evaluate stops and assists by sector, expressway, assist category, shifts, driver, etc.

The Contractor shall formulate CFX-approved reports using SunGuide and commercially available software. Activity reports shall be provided in an electronic format as well as a formatted hard copy deliverable. CFX may request up to 15 unique reports to be included in each monthly or quarterly activity report submission. The Contractor shall coordinate with CFX on the content and format of the reports. The report templates shall be submitted to CFX for review and approval prior to use. Report submissions shall clearly delineate stops and assists made on CFX operated portions of the patrol sectors.

2.8.1 Monthly Activity Reports

Activity reports shall be submitted monthly summarizing the previous month's stops and assists. Monthly activity reports shall be provided with monthly invoices. Submittals shall be made within 10 calendar days after the end of the month.

2.8.2 Quarterly Activity Reports

The Contractor shall submit Quarterly Activity Reports that summarize stops and assists since the beginning of the Contract. Submittals shall be made within 10 calendar days after the end of the calendar quarter.

3.0 Compensation

Compensation will be in accordance with the Method of Compensation.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#24

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with 4 Corner Resources, LLC for Janitorial Staffing Services
Contract No. 001918

Board approval is requested for the first renewal of the referenced contract with 4 Corner Resources, LLC in the amount of $237,500.00 for one year beginning on May 12, 2024 and ending May 11, 2025. The original contract was for two years with three one-year renewals.

The work to be performed includes janitorial staffing services.

Original Contract	$ 475,000.00
First Renewal	$ 237,500.00
Total	$ 712,500.00

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, P.E.
Director of Maintenance

Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001918

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and 4 Corner Resources LLC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on May 12, 2022, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Contractor to day porter services at the CFX Headquarters and the E-PASS Service Center.

WHEREAS, the Parties seek to renew the Original CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 May 12, 2024 and end on May 11, 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 the compensation schedule of the Original Agreement in an amount up to $237,500.00 ("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.

4 CORNER RESOURCES LLC

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O Thacker, Interim General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

4 CORNER RESOURCES LLC

CONTRACT NO. 001918

CONTRACT DATE: MAY 12, 2022

CONTRACT AMOUNT: $475,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
JANITORIAL STAFFING SERVICES
CONTRACT NO. 001918

This Contract No. 001918 (the "Contract" as defined herein below), is made this 12th day of May 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and 4 CORNER RESOURCES, LLC, hereinafter the "CONTRACTOR":

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide janitorial staffing services and,

WHEREAS, having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR;

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 provides labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing daytime porter/ janitorial services at CFX's Headquarter and Magnolia E-PASS Service Center, and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORs or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be two (2) years beginning May 12, 2022. There shall be three renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $475,000.00.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the 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 subcontractors. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

4. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX

program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONTRACTOR under this agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, or authorized representative and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

8. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

8.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. 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:

9.1 Keep and maintain public records required by the public agency to perform the service.

9.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

9.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of 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 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.

10. 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.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313

as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal CONTRACTOR, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

18. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

23. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

24.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

25. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subcontractors and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

26. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

27. VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

28. PPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the CONTRACTOR:

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

CONTRACTOR: 4 CORNER RESOURCES LLC
135 East Colonial Drive, Suite 200
Orlando, Florida 32801
Attn: Crystal Lang

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form
Exhibit "D" CFX Social Media Acknowledgement Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective fully authorized officials, as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2022.07.08 13:18:17 -04'00'

Aneth Williams, Director of Procurement

Print Name: _____

4 CORNER RESOURCES,LLC

By: _____

Signature

Peter Porebski

Print Name

Director of Operations

Title

ATTEST: Alicia M. Harvey (Seal)

DATE: 06/16/2022

Notary Public State of Florida
Alicia Maria Harvey
My Commission GG 260568
Expires 09/20/2022

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.07.08 10:58:11 -04'00'

Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

1) Clean glass in all entrance doors and adjacent areas inside and out.
2) Shake interior/exterior mats and clean surrounding area.
3) Dust mop uncarpeted areas with chemically treated mop.
4) Clean and sanitize water fountains.
5) Clean and sanitize restroom sinks, commodes, urinals, counters, fixtures, mirrors, and tile floors and walls. Remove fingerprints as needed. Clean and refill paper towels, toilet tissue, and soap dispensers, and air fresheners. Sweep floors. Mop up any spills.
6) Clean breakroom sinks, coffee pots, microwaves inside and out, refrigerator inside and out, wipe counters, tables, and chairs, empty trash receptacles.
7) Clean and dust chairs and tables in the waiting area.
8) Clean and dust all surfaces that do not require moving papers or books i.e., file cabinets, credenzas, window ledges, etc.)
9) Clean walls, doorjambs, and light switches of fingerprints etc. as required.
10) Keep janitor closets clean.
11) Remove trash, shipping boxes, crates etc. from building and place in dumpster.
12) Clean outside and inside dumpster area as needed.
13) Pick up trash around the entire perimeter of the building.
14) Empty exterior trash cans.
15) Dust window blinds.

STAFF

Frances Martinez 40 hours weekly 7:00am – 3:30pm ½ hour lunch - HQ Building
Maritza Carrion 40 hours weekly 8:00am – 4:30pm ½ hour lunch - HQ Building
Carlos Rodriguez 20 hours weekly 5:00pm – 9:00pm no lunch - HQ Building
No name - 5 hours weekly Saturday only 10:00am – 3:00pm - HQ Building
Ana Serrano 25 hours weekly 10:00am – 3:00pm- no lunch - Magnolia Building

Frances and Maritza take turns working on Saturdays.

EXHIBIT "B"
METHOD OF COMPENSATION
JANITORIAL STAFFING SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the CONTRACTOR for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

CFX agrees to pay the CONTRACTOR for the performance of authorized services described in the Scope of Services an amount not exceed $475,000.00 for a two-year term of the Agreement.

The first-year amount is based on 165 regular hours @$16/hr. wage rate, 1.5 multiplier and 5% overtime allowance. The second-year amount is based on 165 regular hours @$17/hr. wage rate, 1.5 multiplier and 5% overtime allowance.

3.0 METHOD OF COMPENSATION

3.1 The CONTRACTOR shall have a documented invoice procedure. The CONTRACTOR shall prepare and forward invoices to CFX's Accounts Payable Department at Billing@cfxway.com .

3.2 CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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.

3.3 CONTRACTOR shall receive and accept the compensation and payment provided in the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the CONTRACTOR in the Scope of Services.

3.4 The CONTRACTOR shall promptly pay all subcontractors and suppliers their proportionate share of payments received from CFX.

3.5 If the CONTRACTOR elects to receive direct deposit of payments from CFX, CFX will provide the CONTRACTOR with the necessary Automatic Deposit Authorization Agreement form.

3.6 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed

unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX or it's designated representative. Any and all such payments previously withheld shall be released and paid to CONTRACTOR promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the CONTRACTOR, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to CFX, the Chief Financial Officer, with the approval of the CONTRACTOR, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services, as defined and determined by CFX, and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by CFX and the CONTRACTOR.

5.0 PROJECT CLOSEOUT

Final Audit: 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.

END OF SECTION

CONSENT AGENDA ITEM
#25

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with Kyra Solutions, Inc. for IT Staff Augmentation Services
Contract No. 001785

Board approval is requested for the first renewal of the referenced contract with Kyra Solutions, Inc. in the amount of $1,385,000.00 for one year beginning on June 1, 2024 and ending May 31, 2025. The original contract was for three years with two one-year renewals.

The service to be provided incudes a pool of personnel from which IT can utilize when specialized support is required.

Original Contract	$ 2,700,000.00
First Renewal	$ 1,385,000.00
Total	$ 4,085,000.00

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: Rafael Millan
Rafael Millan
Director of IT

Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001785

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, 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 May 13, 2021, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of June 1, 2021, whereby CFX retained the Contractor to provide IT staff augmentation services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 June 1, 2024 and end on May 31, 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 Exhibit B of the original Agreement in an amount up to $1,385,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

KYRA SOLUTIONS, INC

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001785

THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001785 ("Agreement") is made this 13th day of May 2021, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **KYRA SOLUTIONS, INC.**, a Florida corporation, whose address is 4454 Florida National Drive, Lakeland, Florida 33813 ("Contractor"). CFX and Contractor shall be referred to herein individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m), Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide Information Technology Staff Augmentation Services; and

WHEREAS, on or about September 1, 2020, the Contractor entered into that certain Contract No. 80101507-SA19-1 with the State of Florida, Department of management services (Department), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, for Information Technology Staff Augmentation Services; and

WHEREAS, the Department Contract between the Contractor and Department was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included a Request for Proposals 15-80101507-SA-D and sealed proposals from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform Information Technology Staff Augmentation Services on behalf of CFX was not required because the Contractor has the existing Department Contract, which was awarded through a competitive bidding process, for the same Information Technology Staff Augmentation Services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of Information Technology Staff Augmentation Services described herein under the same conditions previously negotiated by the Department; and

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WHEREAS, the Contractor agrees to provide Information Technology Staff Augmentation Services under substantially the same terms and conditions as included in the Department Contract subject to the additional terms and conditions detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Department Contract.

2. **Adoption of the Department Contract**. The Parties adopt all of the Department Contract by reference as though specifically set forth herein, subject to the following substitutions or revisions:

a. All references to "Department" shall be replaced with the "Central Florida Expressway Authority" or "CFX".

CFX's representative/liaison during the performance of this Agreement shall be Rafael Millan, Director of IT.

b. Section 1 – Contract Term of the Department contract, shall be amended and replaced with the following:

The Agreement shall become effective on June 1, 2021, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two (2) one (1) year renewals ("Renewal Term") by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term".

c. The certificate holder for insurance purposes shall be listed as follows:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

d. All notices required of the Department Contract shall be sent to CFX at the following address:

Central Florida Expressway Authority
c/o General Counsel
4974 ORL Tower Road
Orlando, Florida 32807

e. All invoices shall be sent to CFX at the following email address: Billing@CFXWay.com.

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3. **Services**. The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX ("Services"). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit "A" to the Department Contract.

4. **Contract Amount and Compensation for Services.** Compensation shall be in accordance with the pricing sheet attached to the Department Contract and shall be paid in accordance with the terms of this Agreement and CFX's Procurement Policy. The following rates set forth in the pricing sheet attached to the Department Contract – Exhibit F. The contract amount is $2,700,00.00 for the initial term.

5. **Conflict of Interest.** 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 this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as **Exhibit "B"**.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

"CONTRACTOR"

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang A. Patel
Title: V.P. Projects & Consulting

Date: 5/18/2021

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.05.26 08:36:25 -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 _____, 2021 for its exclusive use and reliance.

By: Woody Rodriguez Digitally signed by Woody Rodriguez Date: 2021.05.24 13:39:54 -04'00'
Diego "Woody" Rodriguez
General Counsel

Exhibits
Exhibit "A" - Department Contract
Exhibit "B" - CFX Conflict Disclosure Form

DocuSign Envelope ID: 2525648F-E3A0-4CE9-9E7C-D59B80F1D021

State Term Contract
No. 80101507-SA-19-1
Information Technology Staff Augmentation Services

Between Florida Department of Management Services and KYRA SOLUTIONS, INC.

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and KYRA SOLUTIONS, INC. (Contractor).

The Contractor submitted a responsive Proposal to the Department's Request for Proposal (RFP) 15-80101507-SA-D for Information Technology Staff Augmentation Services. After evaluation of Proposals, the Department determined that the Contractor's Proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. **Contract Term**
   The Contract Term of this Contract for Information Technology Staff Augmentation Services will be for two (2) years with no renewals. Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract. The Contract Term will begin on September 1, 2020, or the date of the last signature on this Contract, whichever occurs later.

2. **Contract**
   As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

   This Contract, together with the following attached exhibits and 3rd Bid RFP 15-80101507-SA-D, all incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

   All exhibits to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

   a) Contract Exhibit A: Statement of Work
   b) Contract Exhibit C: Special Contract Conditions
   c) Contract Exhibit D: Additional Special Contract Conditions
   d) Contract Exhibit E: Contractor's submitted Staffing Resource Management Plan
   e) Contract Exhibit F: The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D
   f) Contract Exhibit G: Resume Acknowledgement Form
   g) Contract Exhibit H: Contractor Selection Justification Form
   h) Contract Exhibit I: Contractor Performance Survey
   i) Contract Exhibit J: Quarterly Sales Report

If a conflict exists among any of the Contract documents, the documents shall have priority in the order listed below:

a) The Contract
b) Statement of Work, Contract Exhibit A
c) Additional Special Contract Conditions, Contract Exhibit D
d) Special Contract Conditions, Contract Exhibit C
e) Resume Acknowledgement Form, Contract Exhibit G
f) Contractor Selection Justification Form, Contract Exhibit H
g) Contractor Performance Survey, Contract Exhibit I
h) Quarterly Sales Report, Contract Exhibit J
i) 3rd Bid RFP 15-80101507-SA-D
j) The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D, Contract Exhibit F
k) Contractor's submitted Staffing Resource Management Plan, Contract Exhibit E

3. Purchase Order Requirements

Information Technology Staff Augmentation Services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks.

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a Purchase Order with the Customer selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

4. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida:
Department of Management Services

DocuSigned by:
By: _____
Name: Jonathan R. Satter
Title: Secretary

Date: 8/5/2020 | 9:09 AM EDT

Contractor:
KYRA SOLUTIONS, INC.

DocuSigned by:
By: JAYDEEP PATEL
Name: JAYDEEP PATEL
Title: VICE PRESIDENT – HUMAN RESOURCES & ADMINISTRATION

Date: 8/4/2020 | 4:55 PM EDT

CONSENT AGENDA ITEM
#26

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with Epic Engineering & Consulting Group, LLC for IT Staff Augmentation Services
Contract No. 001786

Board approval is requested for the first renewal of the referenced contract with Epic Engineering & Consulting Group, LLC in the amount of $0.00 for one year beginning on June 1, 2024 and ending May 31, 2025. The original contract was for three years with two one-year renewals.

The service to be provided incudes a pool of personnel from which IT can utilize when specialized support is required.

Original Contract	$ 1,600,000.00
First Renewal	$ 0.00
Total	$ 1,600,000.00

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: Rafael Millan
Rafael Millan
Director of IT

Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001786

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Epic Engineering & Consulting Group, LLC., a Florida Limited Liability Company, 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 May 13, 2021, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of June 1, 2021, whereby CFX retained the Contractor to provide IT staff augmentation services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 June 1, 2024 and end on May 31, 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 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. 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.

EPIC ENGINEERING & CONSULTING GROUP, LLC

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001786

THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001786 ("Agreement") is made this 13th day of May 2021, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **EPIC ENGINEERING & CONSULTING GROUP, LLC**, a Florida limited liability company, whose address is 1511 East SR 434, Suite 3033, Winter Springs, Florida 32708 ("Contractor"). CFX and Contractor shall be referred to herein individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m), Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide Information Technology Staff Augmentation Services; and

WHEREAS, on or about September 1, 2020, the Contractor entered into that certain Contract No. 80101507-SA19-1 with the State of Florida, Department of management services (Department), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, for Information Technology Staff Augmentation Services; and

WHEREAS, the Department Contract between the Contractor and Department was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included a Request for Proposals 15-80101507-SA-D and sealed proposals from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform Information Technology Staff Augmentation Services on behalf of CFX was not required because the Contractor has the existing Department Contract, which was awarded through a competitive bidding process, for the same Information Technology Staff Augmentation Services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of Information Technology Staff Augmentation Services described herein under the same conditions previously negotiated by the Department; and

WHEREAS, the Contractor agrees to provide Information Technology Staff Augmentation Services under substantially the same terms and conditions as included in the Department Contract subject to the additional terms and conditions detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Department Contract.

2. **Adoption of the Department Contract**. The Parties adopt all of the Department Contract by reference as though specifically set forth herein, subject to the following substitutions or revisions:

a. All references to "Department" shall be replaced with the "Central Florida Expressway Authority" or "CFX".

CFX's representative/liaison during the performance of this Agreement shall be Rafael Millan, Director of IT.

b. Section 1 – Contract Term of the Department contract, shall be amended and replaced with the following:

The Agreement shall become effective on June 1, 2021, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two (2) one (1) year renewals ("Renewal Term") by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term".

c. The certificate holder for insurance purposes shall be listed as follows:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

d. All notices required of the Department Contract shall be sent to CFX at the following address:

Central Florida Expressway Authority
c/o General Counsel
4974 ORL Tower Road
Orlando, Florida 32807

e. All invoices shall be sent to CFX at the following email address: Billing@CFXWay.com.

3. **Services**. The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX ("Services"). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit "A" to the Department Contract.

4. **Contract Amount and Compensation for Services.** Compensation shall be in accordance with the pricing sheet attached to the Department Contract and shall be paid in accordance with the terms of this Agreement and CFX's Procurement Policy. The following rates set forth in the pricing sheet attached to the Department Contract – Exhibit F. The contract amount is $1,600,000.00 for the initial term.

5. **Conflict of Interest.** 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 this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as **Exhibit "B"**.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

"CONTRACTOR"

EPIC ENGINEERING & CONSULTING GROUP, LLC

By: Prasad Chittaluru

Print Name: Prasad Chittaluru

Title: Principal

Date: May 24, 2021

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.06.08 07:46:12 -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 _____, 2021 for its exclusive use and reliance.

By: Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly, Associate General Counsel Date: 2021.06.07 15:03:55 -04'00'

Diego "Woody" Rodriguez
General Counsel

Exhibits
Exhibit "A" - Department Contract
Exhibit "B" - CFX Conflict Disclosure Form

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 80101507-SA-19-1
Information Technology Staff Augmentation Services

Between Florida Department of Management Services and EPIC ENGINEERING & CONSULTING GROUP, LLC

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and EPIC ENGINEERING & CONSULTING GROUP, LLC (Contractor).

The Contractor submitted a responsive Proposal to the Department's Request for Proposal (RFP) 15-80101507-SA-D for Information Technology Staff Augmentation Services. After evaluation of Proposals, the Department determined that the Contractor's Proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. **Contract Term**
   The Contract Term of this Contract for Information Technology Staff Augmentation Services will be for two (2) years with no renewals. Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract. The Contract Term will begin on September 1, 2020, or the date of the last signature on this Contract, whichever occurs later.

2. **Contract**
   As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

   This Contract, together with the following attached exhibits and 3rd Bid RFP 15-80101507-SA-D, all incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

   All exhibits to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

   a) Contract Exhibit A: Statement of Work
   b) Contract Exhibit C: Special Contract Conditions
   c) Contract Exhibit D: Additional Special Contract Conditions
   d) Contract Exhibit E: Contractor's submitted Staffing Resource Management Plan
   e) Contract Exhibit F: The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D
   f) Contract Exhibit G: Resume Acknowledgement Form
   g) Contract Exhibit H: Contractor Selection Justification Form
   h) Contract Exhibit I: Contractor Performance Survey
   i) Contract Exhibit J: Quarterly Sales Report

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If a conflict exists among any of the Contract documents, the documents shall have priority in the order listed below:

a) The Contract
b) Statement of Work, Contract Exhibit A
c) Additional Special Contract Conditions, Contract Exhibit D
d) Special Contract Conditions, Contract Exhibit C
e) Resume Acknowledgement Form, Contract Exhibit G
f) Contractor Selection Justification Form, Contract Exhibit H
g) Contractor Performance Survey, Contract Exhibit I
h) Quarterly Sales Report, Contract Exhibit J
i) 3rd Bid RFP 15-80101507-SA-D
j) The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D, Contract Exhibit F
k) Contractor's submitted Staffing Resource Management Plan, Contract Exhibit E

3. Purchase Order Requirements

Information Technology Staff Augmentation Services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks.

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a Purchase Order with the Customer selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

4. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida:
Department of Management Services

DocuSigned by:
By: _____
2CEF8C7DA0D34CA...
Name: Jonathan R. Satter
Title: Secretary
Date: 8/4/2020 | 2:09 PM EDT

Contractor:
EPIC ENGINEERING & CONSULTING GROUP, LLC

DocuSigned by:
By: PRASAD CHITTALURU
Name: PRASAD CHITTALURU
Title: PRINCIPAL
Date: 8/1/2020 | 8:12 PM EDT

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Information Technology Staff Augmentation Services
Contract No. 80101507-SA-19-1

CONTRACT EXHIBIT A

STATEMENT OF WORK

Section 1. Contract Deliverables

The Contractor shall provide information technology staff augmentation services, including comprehensive management of staff, as set forth in this Contract. The term "staff" refers to the temporary staff provided by the Contractor to render information technology services identified by Customers, but that staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment.

Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks. Contractor shall only provide information technology staff augmentation services for those Job Titles awarded to the Contractor and shall be paid on an hourly basis.

The Department's intent is for Contractor's information technology staff to provide services closely related to those described in the Job Family Descriptions document. Detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff shall be provided by the Customer in a Request for Quote. The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified information technology staff to perform the services requested by the Customer. The Contractor shall provide Customers with staff who must have sufficient skill and experience to perform the services assigned to them.

All of the information technology staff augmentation services to be furnished by the Contractor under the Contract shall meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor's staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

The Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of staff. The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's information technology staff. The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

Section 2. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit I), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Contractor(s) performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g., tools within MFMP or on the Department's website).

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Information Technology Staff Augmentation Services
Contract No. 80101507-SA-19-1

CONTRACT EXHIBIT C

SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All

payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe
Address
Telephone #
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe

<Insert Contractor name>
<Insert Contractor's physical address>
Telephone: (XXX) 555-XXXX
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE

SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five (5) working days, unless the Contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require

the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's

employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of 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.

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.

(b) The type of information that was subject to the unauthorized access and acquisition.

(c) The type and number of entities who were, or potentially have been affected by the breach.

(d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business

hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.
Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

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In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.
The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of

acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such to conduct background checks as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department or Customer for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes

(b) Information technology crimes;

(c) Fraudulent practices;

(d) False pretenses;

(e) Frauds;

(f) Credit card crimes;

(g) Forgery;

(h) Counterfeiting;

(i) Violations involving checks or drafts;

(j) Misuse of medical or personnel records; and

(k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.
For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.
Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

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Information Technology Staff Augmentation Services
Contract No. 80101507-SA-19-1

CONTRACT EXHIBIT D

ADDITIONAL SPECIAL CONTRACT CONDITIONS

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CONSENT AGENDA ITEM
#27

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of First Contract Renewal with HTC Global Services, Inc. for IT Staff Augmentation Services
Contract No. 001787

Board approval is requested for the first renewal of the referenced contract with HTC Global Services, Inc. in the amount of $460,000.00 for one year beginning on June 1, 2024 and ending May 31, 2025. The original contract was for three years with two one-year renewals.

The service to be provided incudes a pool of personnel from which IT can utilize when specialized support is required.

Original Contract	$ 4,400,000.00
First Renewal	$ 460,000.00
Total	$ 4,860,000.00

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: Rafael Millan
Rafael Millan
Director of IT

Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001787

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and HTC Global Services, Inc., a foreign 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 May 13, 2021, 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 IT staff augumentation services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 June 1, 2024 and end on May 31, 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 Exhibit B of the original Agreement in an amount up to $460,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

HTC GLOBAL SERVICES, INC.

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

CONTRACT NAME IS NOW HTC GLOBAL SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001787

THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001787 ("Agreement") is made this 13th day of May 2021, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **CIBER GLOBAL, LLC.**, a Michigan Limited Liability Company, who is registered to do business in the State of Florida, whose address is 3270 West Big Beaver Road, Troy, MI 48084 ("Contractor"). CFX and Contractor shall be referred to herein individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m), Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide Information Technology Staff Augmentation Services; and

WHEREAS, on or about September 1, 2020, the Contractor entered into that certain Contract No. 80101507-SA19-1 with the State of Florida, Department of management services (Department), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, for Information Technology Staff Augmentation Services; and

WHEREAS, the Department Contract between the Contractor and Department was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included a Request for Proposals 15-80101507-SA-D and sealed proposals from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform Information Technology Staff Augmentation Services on behalf of CFX was not required because the Contractor has the existing Department Contract, which was awarded through a competitive bidding process, for the same Information Technology Staff Augmentation Services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of Information Technology Staff Augmentation Services described herein under the same conditions previously negotiated by the Department; and

WHEREAS, the Contractor agrees to provide Information Technology Staff Augmentation Services under substantially the same terms and conditions as included in the Department Contract subject to the additional terms and conditions detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Department Contract.

2. **Adoption of the Department Contract**. The Parties adopt all of the Department Contract by reference as though specifically set forth herein, subject to the following substitutions or revisions:

a. All references to "Department" "State of Florida" shall be replaced with "Central Florida Expressway Authority" or "CFX".

b. All references to " OSD at osdhelp@dms.myflorida.com" shall be replaced with "Office of Supplier Diversity at Iranetta.Dennis@cfxway.com"

CFX's representative/liaison during the performance of this Agreement shall be Rafael Millan, Director of IT.

c. Section 1 – Contract Term of the Department contract, shall be amended and replaced with the following:

The Agreement shall become effective on June 1, 2021, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two (2) one (1) year renewals ("Renewal Term") by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term".

d. Section 3.7 – Transaction Fees of the Department contract shall be deleted.

e. Section 6.6 – Ombudsman of the Department contract shall be deleted.

f. Sections 13 - 18 – of the Additional Special Contract Conditions shall be deleted.

g. The certificate holder for insurance purposes shall be listed as follows:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

h. All notices required of the Department Contract shall be sent to CFX at the following address:

Central Florida Expressway Authority
c/o General Counsel
4974 ORL Tower Road
Orlando, Florida 32807

i. All invoices shall be sent to CFX at the following email address: Billing@CFXWay.com.

3. **Services**. The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX ("Services"). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit "A" to the Department Contract.

4. **Contract Amount and Compensation for Services.** Compensation shall be in accordance with the pricing sheet attached to the Department Contract and shall be paid in accordance with the terms of this Agreement and CFX's Procurement Policy. The following rates set forth in the pricing sheet attached to the Department Contract – Exhibit F. The contract amount is $4,400,000.00 for the initial term.

5. **Conflict of Interest.** 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 this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as **Exhibit "B"**.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

"CONTRACTOR"

CIBER GLOBAL, LLC

By: Sutbir Randhawa
Digitally signed by Sutbir Randhawa
DN: cn=Sutbir Randhawa, o=HTC-Ciber-CareTech, ou=Vice President, email=sutbir.randhawa@htcinc.com, c=US
Date: 2021.06.24 12:45:31 -04'00'

Print Name: Sutbir Randhawa
Title: Vice President

Date: 6/24/2021

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Digitally signed by Aneth Williams
Date: 2021.08.19 12:59:27 -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 _____, 2021 for its exclusive use and reliance.

By: Laura N. Kelly, Associate General Counsel
Digitally signed by Laura N. Kelly, Associate General Counsel
Date: 2021.08.19 11:24:38 -04'00'
Diego "Woody" Rodriguez
General Counsel

Exhibits
Exhibit "A" - Department Contract
Exhibit "B" - CFX Conflict Disclosure Form

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State Term Contract
No. 80101507-SA-19-1
Information Technology Staff Augmentation Services

Between Florida Department of Management Services and CIBER GLOBAL, LLC

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and CIBER GLOBAL, LLC (Contractor).

The Contractor submitted a responsive Proposal to the Department's Request for Proposal (RFP) 15-80101507-SA-D for Information Technology Staff Augmentation Services. After evaluation of Proposals, the Department determined that the Contractor's Proposal is among those that are the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. **Contract Term**
   The Contract Term of this Contract for Information Technology Staff Augmentation Services will be for two (2) years with no renewals. Section 2.2 of the Contract Exhibit C, Special Contract Conditions, is superseded in its entirety by this section of the Contract. The Contract Term will begin on September 1, 2020, or the date of the last signature on this Contract, whichever occurs later.

2. **Contract**
   As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract.

   This Contract, together with the following attached exhibits and 3rd Bid RFP 15-80101507-SA-D, all incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

   All exhibits to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

   a) Contract Exhibit A: Statement of Work
   b) Contract Exhibit C: Special Contract Conditions
   c) Contract Exhibit D: Additional Special Contract Conditions
   d) Contract Exhibit E: Contractor's submitted Staffing Resource Management Plan
   e) Contract Exhibit F: The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D
   f) Contract Exhibit G: Resume Acknowledgement Form
   g) Contract Exhibit H: Contractor Selection Justification Form
   h) Contract Exhibit I: Contractor Performance Survey
   i) Contract Exhibit J: Quarterly Sales Report

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If a conflict exists among any of the Contract documents, the documents shall have priority in the order listed below:

a) The Contract
b) Statement of Work, Contract Exhibit A
c) Additional Special Contract Conditions, Contract Exhibit D
d) Special Contract Conditions, Contract Exhibit C
e) Resume Acknowledgement Form, Contract Exhibit G
f) Contractor Selection Justification Form, Contract Exhibit H
g) Contractor Performance Survey, Contract Exhibit I
h) Quarterly Sales Report, Contract Exhibit J
i) 3rd Bid RFP 15-80101507-SA-D
j) The awarded category pricing from the Contractor's submitted Price Sheet from 3rd Bid RFP 15-80101507-SA-D, Contract Exhibit F
k) Contractor's submitted Staffing Resource Management Plan, Contract Exhibit E

3. Purchase Order Requirements

Information Technology Staff Augmentation Services, identified by the Customer in a Request for Quote, are diverse and routine services that may require any information technology functions and tasks.

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes as a result of this state term contract. Customer shall order services from the Request for Quote via a Purchase Order with the Customer selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

4. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida:
Department of Management Services

DocuSigned by:
By: _____
2EEF0C7DA8D940A...
Name: Jonathan R. Satter
Title: Secretary
Date: 8/4/2020 | 1:50 PM EDT

Contractor:
CIBER GLOBAL, LLC

DocuSigned by:
By: Sutbir Randhawa
A2F6B4E2057B410...
Name: SUTBIR RANDHAWA
Title: VICE PRESIDENT
Date: 7/31/2020 | 7:03 AM PDT

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Information Technology Staff Augmentation Services
Contract No. 80101507-SA-19-1

CONTRACT EXHIBIT A

STATEMENT OF WORK

Section 1. Contract Deliverables

The Contractor shall provide information technology staff augmentation services, including comprehensive management of staff, as set forth in this Contract. The term "staff" refers to the temporary staff provided by the Contractor to render information technology services identified by Customers, but that staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment.

Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks. Contractor shall only provide information technology staff augmentation services for those Job Titles awarded to the Contractor and shall be paid on an hourly basis.

The Department's intent is for Contractor's information technology staff to provide services closely related to those described in the Job Family Descriptions document. Detailed scopes of work, specific requirements of the work to be performed, and any requirements of staff shall be provided by the Customer in a Request for Quote. The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified information technology staff to perform the services requested by the Customer. The Contractor shall provide Customers with staff who must have sufficient skill and experience to perform the services assigned to them.

All of the information technology staff augmentation services to be furnished by the Contractor under the Contract shall meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances. The Contractor shall provide, at its own expense, training necessary for keeping Contractor's staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

The Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of staff. The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's information technology staff. The Contractor shall maintain during the term of the Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the information technology staff augmentation services.

Section 2. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit I), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Contractor(s) performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g., tools within MFMP or on the Department's website).

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Information Technology Staff Augmentation Services
Contract No. 80101507-SA-19-1

CONTRACT EXHIBIT C

SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All

payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe
Address
Telephone #
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe

<Insert Contractor name>
<Insert Contractor's physical address>
Telephone: (XXX) 555-XXXX
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE

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SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five (5) working days, unless the Contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

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The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require

the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's

employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.
The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of 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.

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.

(b) The type of information that was subject to the unauthorized access and acquisition.

(c) The type and number of entities who were, or potentially have been affected by the breach.

(d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business

hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.
Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.
The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of

acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such to conduct background checks as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department or Customer for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes

(b) Information technology crimes;

(c) Fraudulent practices;

(d) False pretenses;

(e) Frauds;

(f) Credit card crimes;

(g) Forgery;

(h) Counterfeiting;

(i) Violations involving checks or drafts;

(j) Misuse of medical or personnel records; and

(k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.
For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.
Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

CONSENT AGENDA ITEM
#28

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Purchase Order to Hewlett Packard Enterprise Company for Hewlett Packard Enterprise (HPE) Server and Equipment Support Services

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Board approval is requested to issue a purchase order to Hewlett Packard Enterprise Company in a not-to-exceed amount of $77,320.56 for HPE server and equipment support services. This will be a cooperative (piggyback) procurement based on the State of Florida contract number 43210000-23-NASPO-ACS.

This purchase is to continue product maintenance and support for the servers and equipment for IT systems operating at both the Headquarters and Hiawassee datacenters.

This amount is included in the OM&A Budget.

Reviewed by: Rafael Millan
Rafael Millan
Director of IT

Jim Greer

CONSENT AGENDA ITEM

#29

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Purchase Order to KR2 Technologies for CrowdStrike Licenses

---

Board approval is requested to issue a purchase order to KR2 Technologies in a not-to-exceed amount of $74,165.00 for CrowdStrike licenses. This will be a cooperative (piggyback) procurement based on the State of Florida contract number 43230000-NASPO-16-ACS.

This purchase is to continue security enhancement of CFX systems.

This purchase is included in the OM&A Budget.

Reviewed by: Rafael Millan
Rafael Millan
Director of IT

Jim Greer

CONSENT AGENDA ITEM
#30

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 22, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for Professional Engineering Consultant Services for Systemwide Sustainability Study Update
Project No. 599-438, Contract No. 002075

A request for Letters of Interest for the above referenced project was advertised on November 26, 2023. Two responses were received by the January 4, 2024 deadline. Those firms were Michael Baker International, Inc. and RS&H, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on January 16, 2024, and shortlisted Michael Baker International, Inc. and RS&H, Inc.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on February 13, 2024. The result is shown below:

Ranking	**Firm**
1	Michael Baker International, Inc.
2	RS&H, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:

Bryan Homayouni, P.E.
Director of Intelligent Transportation Systems

Glenn Pressimone, P.E.

LOI-002075 Final Ranking Meeting- February 13, 2024 Minutes

Evaluation Committee for **Professional Engineering Consultant Services for Systemwide Sustainability Study Update, Project No. 599-438, Contract No. 002075** held a duly noticed meeting on Tuesday, February 13, 2024, at 3:00 p.m. in the Pelican Conference Room at CFX's Headquarters., Orlando, Florida.

Committee Members Present:
Bryan Homayouni, CFX Director of intelligent Transportation Systems
Don Budnovich, CFX Director of Maintenance
Brent Dustin, CFX Construction Project Manager
Brittany Sellers, City of Orlando, Sustainability Project Manager
Carrie Black, City of Orlando, Chief Sustainability & Resilience Officer

Other Attendees:
Robert Johnson, CFX Senior Procurement Manager
Traci Parks-Chillon, CFX Manager of Procurement

Discussion and Motions:
Ms. Parks-Chillon began the meeting with introductions of the Committee members, collection of the disclosure forms and opened the floor for discussions. After discussion, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

Firms	Score	Ranking
Michael Baker International,	7	1
Inc. RS&H, Inc.	8	2

The Technical Review Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Bryan Homayouni approved the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 3:28 p.m. These minutes are the official minutes of the Evaluation Committee meeting for LOI 002075 held Tuesday, February 13, 2024.

Submitted by: T. Parks-Chillon
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

Bryan Homayouni, Director of Intelligent Transportation Systems

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

PROFESSIONAL ENGINEERING CONSULTANT SERVICES
SYSTEMWIDE SUSTAINABILITY STUDY UPDATE
PROJECT NO. 599-438
CONTRACT NO. 002075

CONSULTANT	Bryan Homayouni Member #1 (RANK)	Carrie Black Member #2 (RANK)	Don Budnovich Member #3 (RANK)	Brent Dustin Member #4 (RANK)	Brittany Sellers Member #5 (RANK)	TOTAL SCORE	RANKING
Michael Baker International, Inc.	1	2	1	1	2	7	1
RS&H, Inc.	2	1	2	2	1	8	2

EVALUATION COMMITTEE MEMBERS:

Bryan Homayouni Member #1 — Tuesday, February 27, 2024

Carrie Black — Tuesday, February 27, 2024

Don Budnovich Member #3 — Tuesday, February 27, 2024

Brent Dustin Member #4 — Tuesday, February 27, 2024

Brittany Sellers Member #5 — Tuesday, February 27, 2024

CONSENT AGENDA ITEM
#31

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2023

SUBJECT: Approval of First Contract Renewal with Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Three-Line Dynamic Message Signs (DMS) Replacement Project – Post Design Services
Project No. 599-545, Contract No. 001419

Board approval is requested for the first renewal of the referenced contract with Vanasse Hangen Brustlin, Inc. for a not-to-exceed amount of $0.00 is requested. The original contract was for five years with five one-year renewals.

The work to be performed is to finalize as-built documentation.

Original Contract	$ 650,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 153,505.33
Supplemental Agreement No. 3	$ 109,114.28
Supplemental Agreement No. 4	0.00
Supplemental Agreement No. 5	$ 88,862.78
Supplemental Agreement No. 6	$ 28,459.94
First Renewal	$ 0.00
Total	$1,029,942.33

This contract is included in the Five-Year Work Plan.

Reviewed by:

Bryan Homayouni, P.E.
Director of Intelligent Transportation Systems

Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001419

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Vanassee Hangen Brustlin, Inc.., a foreign profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on December 13, 2018, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of March 26, 2019, whereby CFX retained the Consultant to provide three-line dynamic message signs replacement design services.

WHEREAS, the Parties seek to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on March 26, 2024 and end on March 25, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance Exhibit B of the original Agreement in an amount up to $0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

VANASSEE HANGEN BRUSTLIN, INC.

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Jo O. Thacker, Interim General Counsel

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 6

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 599-545B)

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 27th day of May, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 2.13 of Exhibit “A” of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of December 2018 provides that after completion of the services outlined in Exhibit “A” for Project Number 599-545 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Additional Services and whereas, Articles 2.00 and 11.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated May 24, 2022 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated May 24, 2022. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $117,322.72.

3. Section 2.13 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____

Assistant Secretary

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.05.27 08:52:53 -04'00'

Director of Procurement

VHB, Inc.

Witness: Joseph Perri

Print Name: Joseph Perri

Title: SE Regional Transportation Technology Mgr

By: _____

Print Name: Demond Hazley

Title: Managing Director

C:\Users\homayounib\Central Florida Expressway Authority\Engineering - General\599-545 - DMS REPLACEMENT PHASE 2\2 Contract\2.A Supplemental Agreements\SA No 6\VHB PDS-599-545 SA6.docx

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its exclusive use and reliance.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.05.27 08:46:29 -04'00'

AECOM

Memorandum

Date: May 24th, 2022

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

CC:

Re: **CFX Project No. 599-545B Three-Line DMS Replacement Project Phase II (SA 6)**
Contract No. 001419

I have reviewed the fee sheet and scope of services submitted by VHB provided via email first on April 7, 2022, updated on April 26, 2022, and May 4, 2022, then finalized on May 24, 2022, for the Three-Line DMS Replacement Project Phase II project. This supplemental agreement is to provide redesign of two sign structures as part of post design services for the referenced project.

The Supplemental Agreement request is attached, and cost are detailed below:

$ 9,623.63	VHB as Prime
$ 18,836.31	Total Subconsultant Fees
$ 28,459.94	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. The hours for Structural redesign were reviewed and approved by the CFX GEC (Dewberry) and provided within this Supplemental Agreement. Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

Contract No. 001419

May 24, 2022
Ref: 63446.02

Mr, Bryan Homayouni, PE
Manager of Traffic Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CFX 3 Line DMS Sign Replacement
Contract No. 001419, Project No. 599-545
Request to use contract allocation funds

Mr. Homayouni,
VHB is requesting to utilize the contract allocation funding to cover the services associated with the post design revisions for Phase B the contract. The original post design efforts did not account for redesign of multiple overhead sign structures due to unforeseen circumstances outside of our control.

If you have any questions or concerns with this information, please do not hesitate to contact this office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph Perri
Project Manager
jperri@vhb.com

CC: Kevin Redfield - VHB

Professional Engineering Post-Design Services

Contract 599-545: Design Consultant Services for DMS 3 Line Replacement Project

Supplemental No.6

Scope of Services

Prepared for

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By

vhb

May 2022

1.0 SERVICES PROVIDED BY ACTIVITY

This Scope of Services will require the Designer to perform the following Post-Design tasks by activity. Each item is further detailed as required in the staff-hour forms. Assumes on-site factory/ field testing of equipment is not required.

- ACTIVITY C: Pre-Bid Conference
  - Not Applicable
- ACTIVITY D: Addenda
  - Not Applicable
- ACTIVITY E: Field Visits
  - Not Applicable
- ACTIVITY F: Shop Drawing Reviews
  - Not Applicable
- ACTIVITY G: Requests for Information
  - Not Applicable
- ACTIVITY H: Meetings
  - Not Applicable
  - Not Applicable
  - Not Applicable
- ACTIVITY I: Plan Revisions
  - Prepare Revised Structural Design for Box Span Truss at 417-26.9 with associated cross section, ITS Plans and guardrail installation plans and Mid Span Truss at 528 -18.4 with associated cross sections and ITS plans
  - Prepare Cantilever Structural Designs as a cost savings option at 417-26.9 with associated cross sections and ITS plans
- ACTIVITY J: Bridge Load Ratings
  - Not Applicable
- ACTIVITY K: Geotechnical Services
  - Not Applicable
- ACTIVITY L: Utilities
  - Not Applicable
- ACTIVITY M: Record Drawings
  - Not Applicable
- ACTIVITY N: Project Management
  - Not Applicable
  - Not Applicable
- ACTIVITY O: Survey
  - Not Applicable

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 599-545B)

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 9th day of December, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 2.13 of Exhibit “A” of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of December 2018 provides that after completion of the services outlined in Exhibit “A” for Project Number 599-545 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Additional Services and whereas, Articles 2.00 and 11.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated November 9, 2021 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated November 9, 2021. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $88,862.78.

3. Section 2.13 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.05 11:51:56 -05'00'

Director of Procurement

VHB, Inc.

Witness: Joseph Perri

Print Name: Joseph Perri

Title: SE Regional Trans Tech/ITS Manager

By:

Print Name: Demond Hazley

Title: Interim Managing Director - Orlando

https://cfxcloud.sharepoint.com/operations/engineering/Shared Documents/General/599-545 - DMS REPLACEMENT PHASE 2/2 Contract/2.A Supplemental Agreements/VHB PDS-599-545 SA5.docx

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.01.05 09:01:44 -05'00'

Legal Approved as to Form

AECOM

Memorandum

Date: November 19th, 2021

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

CC:

Re: **CFX Project No. 599-545B Three-Line DMS Replacement Project Phase II (Post Design)**
Contract No. 001419

I have reviewed the fee sheet and scope of services submitted by VHB provided via email first on October 13, 2021, updated on October 26, 2021 and November 4, 2021, and finalized on November 9, 2021 for the Three-Line DMS Replacement Project Phase II project. This supplemental agreement is to provide post design services for the referenced project.

The Supplemental Agreement request is attached, and cost are detailed below:

$ 61,724.55	VHB as Prime
$ 27,138.23	Total Subconsultant Fees
$ 88,862.78	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. The hours for Structural Post Design Services were reviewed and approved by the CFX GEC (Dewberry) and provided within this Supplemental Agreement. Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

Contract No. 001419

November 9, 2021
Ref: 63446.00

Mr, Bryan Homayouni, PE
Manager of Traffic Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CFX 3 Line DMS Sign Replacement
Contract No. 001419, Project No. 599-545
Request to use contract allocation funds

Mr. Homayouni,
VHB is requesting to utilize the contract allocation funding to cover the services associated with the post design of the contract. During the design phase of this contract, it was decided to implement the improvements through two construction projects: 599-545A and 599-545B. This allocation is needed to cover the post design efforts related to the second construction project, 599-545B.

If you have any questions or concerns with this information, please do not hesitate to contact this office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph Perri
Project Manager
jperri@vhb.com

CC: Kevin Redfield - VHB

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, Florida 32801
P 407.839.4006
F 407.839.4008

Professional Engineering Post-Design Services

Contract 599-545B: Design Consultant Services for DMS 3 Line Replacement Project

Supplemental No.5

Scope of Services

Prepared for

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By

vhb

November 2021

1.0 SERVICES PROVIDED BY ACTIVITY

This Scope of Services will require the Designer to perform the following Post-Design tasks by activity. Each item is further detailed as required in the staff-hour forms. Assumes on-site factory/ field testing of equipment is not required.

- ACTIVITY D: Addenda
  - Provide Arc Flash Hazard Analysis and associated Detail Sheet Addenda as required for 3 Load Center.
  - Provide Utility Power Company Coordination to complete Arc Flash Hazard Analysis.
  - Provide power report
- ACTIVITY E: Field Visits
  - Conduct up to 4 field visits, as required to address RFI, Addendum or Revisions, and Arc Flash Analysis
- ACTIVITY F: Shop Drawing Reviews
  - Review and respond to shop drawing submittals from the contractor. This will also include any coordination with CFX to approve the shop drawing.
- ACTIVITY G: Requests for Information
  - Review and respond to up to 3 RFI's related to manual transfer switch, toll connections, and electrical services and 8 RFI's related to structures
- ACTIVITY H: Meetings
  - Attend 1 Pre-award Meeting if deemed necessary by CFX or their representative.
  - Attend 1 Construction NTP Meeting if deemed necessary by CFX or their representative.
  - Attend Construction Meetings if deemed necessary by CFX or their representative.
- ACTIVITY I: Plan Revisions
  - Review and provide up to 3 plan revisions for the ITS/SPM plan sheets and associated details and 4 revisions for structure plans.
- ACTIVITY J: Bridge Load Ratings
  - Not Applicable
- ACTIVITY K: Geotechnical Services
  - Not Applicable
- ACTIVITY L: Utilities
  - See Fee Sheets
- ACTIVITY M: Record Drawings
  - Review As-Built information provided by CEI. Update plan set to finalize Record Drawings.
- ACTIVITY N: Project Management
  - Provide project invoicing with progress reports.
  - Perform subconsultant and project coordination as necessary.
- ACTIVITY O: Survey
  - Not Applicable

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 10th day of December, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's October 12, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.

2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

    a. The Salary Related Costs are adjusted upward by $6,330.34 to $664,985.11.

    b. The Direct Expenses - Lump Sum (Prime) are adjusted upward by $15.00 to $2,254.04.

    c. The Subcontract Items are adjusted upward by $43,603.76 to $135,136.64.

        - Nadic $9,312.37
        - Base $34,291.39

    d. The Allowance is adjusted downward by $49,949.10 to $1,129.54.

    The Total Maximum Limiting Amount remains unchanged at $803,505.33.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.12.10 11:15:20 -05'00'
Director of Procurement

VANASSE HANGEN BRUSTLIN, INC.

Witness: Andrea Christena
Print Name:

By:
Title: Paul W Yeargain, P.E., Managing Director

Approved as to form and execution, only.

Woody Rodriguez Digitally signed by Woody Rodriguez Date: 2020.12.10 11:11:53 -05'00'

General Counsel for CFX

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/599-545 - DMS REPLACEMENT PHASE 1/2 Contract/2.A Supplemental Agreements/SA No.4/VHB-599-545 -SA4.docx

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 599-545)

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 14th day of May, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 2.13 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of December 2018 provides that after completion of the services outlined in Exhibit "A" for Project Number 599-545 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Additional Services and whereas, Articles 2.00 and 11.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated April 28, 2020 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated April 28, 2020. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $109,114.28.

3. Section 2.13 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____

Assistant Secretary

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.07.30 13:34:40 -04'00'

Director of Procurement

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.07.30 13:31:00 -04'00'

Legal Approved as to Form

VHB, Inc.

Witness:_____

Print Name: Joseph Perri

Title: SE Regional ITS/Trans Tech Mgr

By:_____

Print Name: Paul W Yeargain

Title: Managing Director

C:\Users\homayounib.CFXWAY\Documents\VHB PDS-599-545 SA3.docx

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 10th day of October, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's September 3, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upward by $106,003.68 to $658,654.77.
    b. The Direct Expenses - Lump Sum (Prime) are adjusted upward by $427.67 to $2,239.04.
    c. The Subcontract Items are adjusted upward by $47,073.98 to $91,532.88.
        - Nadic $15,089.36
        - ECHO $31,984.62
    d. The Allowance remains unchanged at $51,078.64.

    The Total Maximum Limiting Amount is adjusted upward by $153,505.33 to $803,505.33.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

'19 NOV 14 PM 1:31

VANASSE HANGEN BRUSTLIN, INC.

Witness: _____
Print Name: Andrea Wood

By: _____
Title: Paul W Yeargain
Managing Director

Approved as to form and execution, only.

_____
General Counsel for CFX

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\Bryan H ITS\599-545 VHB - Three-Line (DMS) Replacement\SA1\VHB-599-545 -SA2.docx

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 20th day of August, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon. A miscalculation has been identified in the fee sheets included in Exhibit "C" of the said Agreement for Professional services and an adjustment has been mutually agreed upon to meet the requirements outlined in section 2.12 of Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's July 19, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upward by $37,886.01 to $552,651.09.
    b. The Direct Expenses - Lump Sum (Prime) are adjusted upward by $10.93 to $1,811.37
    c. The Subcontract Items are adjusted upward by $2,802.16 to $44,458.90.
        - Protean $44,458.90
    d. The Allowance is adjusted downward by $40,699.10 to $51,078.64.

The Total Maximum Limiting Amount remains unchanged at $650,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

VANASSE HANGEN BRUSTLIN, INC.

Witness: _____
Print Name: Andrea Wood

By: _____
Title: Paul W. Yeargain, P.E.
Managing Director

Approved as to form and execution, only.

_____
General Counsel for CFX

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\Bryan H ITS\599-545 VHB - Three-Line (DMS) Replacement\VHB-599-545 -SA1.docx

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VANASSE HANGEN BRUSTLIN, INC.

DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS)
REPLACEMENT PROJECT

CONTRACT NO. 001419, PROJECT NO. 599-545

CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: $650,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, POTENTIAL CONFLICT DISCLOSURE FORM, PROJECT ORGANIZATIONAL CHART, AND PROJECT LOCATION MAP

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, POTENTIAL CONFLICT DISCLOSURE FORM, PROJECT ORGANIZATIONAL CHART, AND PROJECT LOCATION MAP FOR

DESIGN CONSULTANT SERVICES FOR THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

DESIGN SERVICES

CONTRACT NO. 001419
PROJECT NO. 599-545

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND PROJECT LOCATION MAP

FOR

DESIGN CONSULTANT SERVICES FOR THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

DESIGN SERVICES

CONTRACT NO. 001419
PROJECT NO. 599-545

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 599-545
Contract No. 001419

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and 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 E. Robinson Street, Suite 300, Orlando, FL. 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Three-Line Dynamic Message (DMS) Replacement Project identified as Project No. 599-545 and Contract No. 001419.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECHO UES, Inc Nadic Engineering Services, Inc. Protean Design Group

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $650,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with

supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and

secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

14.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for

bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in

writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

17.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."
Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
21.4. been engaged in business operations in Cuba or Syria; or
21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

23.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT:

Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: Joe Perri

Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: David Mulholland

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

28.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the

parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Potential Conflict Disclosure Form
Exhibit "E", Project Organization Chart
Exhibit "F", Project Location Map

[SIGNATURES TO FOLLOW]

Project No. 599-545
Contract No. 001419

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

VANASSE HANGEN BRUSTLIN, INC.

BY: _____ DAVID MULHOLLAND SE REGIONAL MGR
Authorized Signature

Print Name: Paul W Yeargain, P.E.

Title: Managing Director

ATTEST: _____ (Seal)
Secretary or Notary

A. C. WOOD
Commission # FF 901033
Expires July 16, 2019

Approved as to form and execution only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Print Name: Robert Johnson

Effective Date: 3-21-2019

State of Florida
County of Orange
The foregoing instrument was acknowledged before me this 21st day of February, 2019 by Paul W. Yeargain, who is personally known to me.

'19 MAR 6 PM 3:22

Exhibit "A"
Negotiated
Scope of Services

Professional Engineering Design Services

Project 599-545: Three-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

April 27, 2018

1.0 GENERAL

1.1 PROJECT BACKGROUND

The Authority's Three-line Dynamic Message Signs (DMS) are a critical component of CFX mainline operations. Each 3-Line DMS displays important information related to traffic operations for each traveler. The DMS is located on existing structures throughout CFX's system. The messages displayed vary from travel time updates, to roadway alerts, to emergency information. In order to improve functionality, system reliability, and increase ease of maintenance, the Authority has elected to replace the twenty-six (26) twenty (20) existing three-line DMS.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately twenty-six (26) twenty (20) three-line DMS. Addition of two (2) new three line DMS installations upon CFX direction (included in Contract Allowances).
- Evaluate and recommend a manufacture for the replacement DMS signs. The three manufacturers that are to be evaluated are Daktronics, SES America, and Telegra. The designer is to provide a report that justifies their recommendation to CFX.
- Structurally evaluate each existing three-line DMS structure to determine if each existing structure can be utilized for the proposed DMS. Design new structures on a case-by-case basis if existing structure cannot be re-used.
- Evaluate all existing DMS locations to determine if the catwalk is meeting current FDOT design standards. New or extensions of the existing catwalk may be required based upon this evaluation.
- Conduct an analysis of existing DMS coverage to determine if any additional DMS are required throughout the system. Major interchanges and highly congested sections of the mainline are areas of concern. The analysis will focus on the five (5) locations previously identified as part of the proposal effort based on daily traffic counts provided by CFX.
- Propose new 334 ITS cabinets for the new DMS.
- Evaluate and recommend a method and manufacturer for a proposed UPS system which backs up the proposed and existing three-line DMS. The three options that are to be evaluated are Zinc-5, Liquid propane generator, and gas generator. The designer is to provide a report that justifies their recommendation to CFX.
- Replacement of existing analog CCTV cameras and lowering arms that are viewing the proposed DMS.
- Design a micro-grid electrical system along SR 528 using backup generators at 3 utility power service locations at ICP, Dallas Blvd and SR 520.
- MOT plans development using schematics and coordination with other local and FDOT agencies

The Authority shall herein be defined as the Central Florida Expressway Authority (CFX) and/or their representative/designate.

1.2 PROJECT DESCRIPTION

The Authority requires professional design services to support the systemwide replacement of the Authority's existing three-line DMS system. These requirements are described in detail below.

The scope of this project includes all site design necessary to replace the twenty-six (26) three-line DMS that are shown within Appendix A.

The upgraded signs shall be installed on the existing sign structures utilized by the existing three-line DMS whenever possible. As part of this project, the Designer shall perform a structural evaluation on each existing three-line DMS structure and determine whether it is structurally appropriate to accommodate the proposed DMS. The Designer shall also consider the static sign panels on the existing sign structure when performing their evaluation.

One of the primary goals of this project is to deploy a three-line DMS system that minimizes the cost of system maintenance and provides greater accessibility to the DMS components. As such, it is critical that the design evaluates the existing DMS sign structure to verify if the existing catwalk meets current FDOT standards. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Designer shall review and recommend to CFX a three-line DMS from the following manufacturers: Daktronics, SES America, and Telegra. The recommended model will be reviewed by CFX and approved based upon the information provided by the designer. This evaluation shall occur on the onset of the project to allow for the designer to maintain the current schedule requirements. This evaluation will compare the three manufacturers based upon reliability from other projects, cost value of their system, and maintenance requirements. The DMS design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 2226 three-line DMS sites.

The Designer shall also include the evaluation and recommendation of a UPS/Generator system to back up the proposed and existing DMSs throughout the system. The evaluation shall be between the following methods: Zinc-5, Liquid propane generator, and a gas generator. It is the responsibility of the designer to provide a written recommendation that compares the reliability, cost estimate and maintenance requirements of each of the UPS systems. CFX will review the recommendation and provide direction of which system to implement within the plan set. The designer is to provide these upgrades to all proposed and existing DMS locations. The Designer's fee estimate shall include provisions to design up to 47 36 UPS/Generator systems.

To provide a higher level of service for traffic related incidents and for real time verification of DMS messages, CFX is requesting the replacement of any analog cameras that are used to view the current DMS signs with High Definition CCTV cameras as specified within CFX specifications. These updates will also require the replacement of the existing lowering device that is affixed to the analog camera. The Designer's fee estimate shall include provision to design up to

The Designer shall research and develop plans, where necessary, of possible additional DMS locations that are agreed upon by CFX based upon the designer's input. The DMS design shall include, but not be limited to, device layout, foundation designs based on existing CFX standards, network architecture, utility coordination, power interconnect, "last-mile" connectivity with the fiber optic network backbone, feeder fiber and conduit utilization, civil support infrastructure, and value engineering. The Designer's fee estimate shall include provision to design up to 2 DMS signs and structures.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Provide a written recommendation for the DMS manufacturer
- Provide a written recommendation for the UPS system method and possible manufacturers
- Document the power requirements of a typical ITS Device site for each of the evaluated DMS UPS system. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the ten (10) amp load being carried to the furthest device to appropriately size the breakers, disconnects and transformers for the DMS replacements.
- Document which analog cameras and lowering devices that are to be replaced based upon the review of the existing sites.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. The Designer must also obtain approval of CCTV locations before providing CCTV bucket truck surveys. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-XXX545. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by CFX as the basemap. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 , 429-203. 429204, 429-205, and 429-206; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial rasters at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated camera poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details
- Three-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits

- Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Data collection sensor mounting details
- Traffic Monitoring sensor mounting details, if mounted on DMS structure
- Dynamic Message Sign details (as necessary for device co-locations)
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- System Overview showing the power services and locations on a map
- Table of quantities
- Special notes/Pay Item Notes
- System block diagrams
- Surge Protection Devices (SPD) installation details
- Data collection sensor mounting details, including details showing integration of DCS equipment into the DMS housing
- Camera pole, lowering system, foundation and mounting details
- Data collection sensor mounting details.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DCS to match existing CFX DCS subsystem
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Maximizing transponder read effectiveness of Data Collection sensors.
- Maximizing data collection effectiveness of traffic monitoring station sensors.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While device co-location is desirable, the Designer shall make sure such co-location does not occur to the determent of the overall ITS system. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstances shall a single power service support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables, fiber allocation charts), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, and bid set submission phases. These specifications shall include the technical specifications specific to related equipment in

the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

The Designer shall sign and seal bid set Technical Specifications by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. If the Designer recommends revisions to part numbers listed in the standard specifications, The Designer shall submit product description sheets, specifications and operation/maintenance manuals from equipment Vendors for each specified device that specifically addresses equipment adherence to the Technical Specifications with the bid submittal. The Designer shall obtain a statement of conformance from each Vendor signed by a duly authorized officer of the company. The Technical Specifications shall be subject to the review and approval of CFX. Additional Technical Specifications may be developed by the Designer if required by project specific designs.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by

recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the Designer proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 270 calendar days:

- Notice to Proceed (Assume a start date of June X, 2018)Jan X, 2019)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM	NO. OF COPIES
Project Schedule	3
Quality Control Plan	3
Design Methodology Report	5

Site Construction Plans	5
Site Design Calculations	5
Technical Specifications	5
Construction Cost Estimate	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD-ROM of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation™ format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation™ format. Upon CFX approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD-ROM. Designer shall submit all project schedules in Microsoft Project™ format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint™ format on CD-ROM. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- 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
- 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
- CFX Design Standards and Specifications

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 and 429-203.
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation
- CFX ITS DMS Sign Cross Sections for Existing DMS Structures

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports
- CFX ITS Electrical System As-Builts for SR 528 Corridor

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

CONSENT AGENDA ITEM
#32

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 22, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for Project Development and Environmental (PD&E) Study of the Proposed SR 417 – Sanford Connector
Project No. 417-246A, Contract No. 002067

Letters of Interest for the above referenced project was advertised on November 19, 2023. Five responses were received by the December 18, 2023, deadline. Those firms were AECOM Technical Services, Inc., Ardurra Group, Inc. (formerly Inwood Consulting Engineers, Inc.), Jacob Engineering Group, Inc., RS&H, Inc., and Stantec Consulting Services, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on January 04, 2024, and shortlisted AECOM Technical Services, Inc., Ardurra Group, Inc. (formerly Inwood Consulting Engineers, Inc.), and RS&H, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared its final ranking on January 30, 2024. The result is shown below:

Ranking	**Firm**
1	Ardurra Group, Inc. (formerly Inwood Consulting Engineers, Inc.)
2	RS&H, Inc.
3	AECOM Technical Services, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by: _____
Will Hawthorne, P.E.
Director of Transportation Planning and Policy

_____
Glenn Pressimone, P.E.

RFP-002067 Committee Meeting – January 30, 2024, Minutes

The Evaluation Committee for **Project Development and Environment (PD&E) Study of the Proposed SR 417-Sanford Connector; RFP-002067,** held a duly noticed meeting on Tuesday, January 30, 2024, starting at 1:00 p.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members:

Dana Chester, CFX Director of Engineering
Bryan Homayouni, CFX Director of Intelligent Transportation Systems
Aaron Johnson, CFX Engineering Project Manager
Jamison Edwards, CFX Engineering Project Manager
Jean Jreij, Seminole County - Public Works Director

Other Attendees:

Traci Parks-Chillon, CFX Manager of Procurement
Aneth Williams, CFX Director of Procurement

Presentations / Q & A:

Ms. Traci Parks-Chillon began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

AECOM Technical Services, Inc.	1:00 – 1:40 p.m.
Inwood Consulting Engineers, Inc.	1:50 – 2:30 p.m.
RS&H, Inc.	2:40 – 3:20 p.m.

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each committee member based on the raw scores each proposer received. The scores are as shown:

Firm	Points	Ranking
AECOM Technical Services, Inc.	13	3
Inwood Consulting Engineers, Inc.	7	1
RS&H, Inc.	10	2

The Technical Review Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Dana Chester approved the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 3:50 p.m. These are the official minutes of the Evaluation Committee meeting for RFP-002067 held Tuesday, January 30, 2024.

Submitted by: Traci Parks-Chillon
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

Dana Chester, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

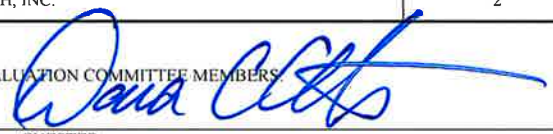
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY OF THE PROPOSED SR 417 - SANFORD CONNECTOR

PROJECT NO. 417-246A
CONTRACT NO. 002067

CONSULTANT	DANA CHESTER (RANK)	AARON JOHNSON (RANK)	JAMISON EDWARDS (RANK)	BRYAN HOMAYOUUUNI (RANK)	JEAN JEREIJ (RANK)	TOTAL SCORE	RANKING
AECOM TECHNICAL SERVICES, INC.	3	3	3	3	1	13	3
INWOOD CONSULTING ENGINEERS, INC.	1	2	1	1	2	7	1
RS&H, INC.	2	1	2	2	3	10	2

EVALUATION COMMITTEE MEMBERS:

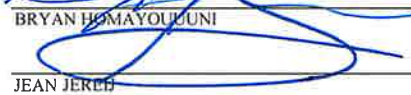


DANA CHESTER — Tuesday, January 30, 2024

AARON JOHNSON — Tuesday, January 30, 2024

JAMISON EDWARDS — Tuesday, January 30, 2024

BRYAN HOMAYOUUUNI — Tuesday, January 30, 2024



JEAN JEREIJ — Tuesday, January 30, 2024

CONSENT AGENDA ITEM
#33

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: February 23, 2024

SUBJECT: Approval of Contract Award to Kimley-Horn and Associates, Inc. for Professional Engineering Consultant Services for the Project Development and Environmental (PD&E) Study of the SR 417 Widening from SR 528 to SR 408 Project No. 417-178, Contract No. 002056

The Board approved on December 14, 2023, the final ranking and authorization to negotiate with firms for Professional Engineering Consultant Services for the PD&E Study of SR 417 Widening from SR 528 to SR 408.

The study to be performed consists of capacity improvements including widening the existing facility and addition of Flex Lanes.

Board award of the contract to Kimley-Horn and Associates, Inc. is requested in the not-to-exceed amount of $525,000.00.

This contract is included in the Five-Year Work Plan.

Reviewed by: _____
Will Hawthorne, P.E.
Director of Transportation Planning and Policy

_____
Glenn Pressimone, P.E.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

KIMLEY-HORN AND ASSOCIATES, INC.

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY OF THE SR 417 WIDENING FROM SR 528 TO SR 408 CONTRACT NO. 002056, PROJECT 417-178

CONTRACT DATE: MARCH 14, 2024
CONTRACT AMOUNT: $525,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT SCHEDULE, LOCATION MAP, AND NON-CONFLICT DISCLOSURE FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT SCHEDULE, LOCATION MAP, AND NON-CONFLICT DISCLOSURE FORM

FOR

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY OF THE SR 417 WIDENING FROM SR 528 TO SR 408

CONTRACT NO. 002056, PROJECT 417-178

MARCH 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 417-178
Contract No. 002056

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 14th day of March 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 KIMLEY-HORN AND ASSOCIATES, 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 189 South Orange Avenue, Suite 1000, 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 SR 417 Widening from SR 528 to SR 408, Project Development and Environmental Study identified as Project No. 417-178 and Contract No. 002056.

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
Scalar Consulting Group Inc.	Class I
Geotechnical and Environmental Consultants, Inc.	Class II
Southeastern Archaeological Research, 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 $525,000.00 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 189 South Orange Avenue, Suite 1000, 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, 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:
Kimley-Horn and Associates, Inc.
189 South Orange Avenue, Suite 1000
Orlando, FL 32801
Attn: Michael Garau, PE

Kimley-Horn and Associates, Inc.
189 South Orange Avenue, Suite 1000
Orlando, FL 32801
Attn: Jonathan Thigpen, 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 March 14, 2024.

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Aneth Williams

Approved as to form and execution, only.

_____
General Counsel for CFX

Print Name:_____

EXHIBIT A

SCOPE OF SERVICES

Central Florida Expressway Authority

SCOPE OF SERVICES

Project Development and Environment (PD&E) Study

SR 417 CAPACITY IMPROVEMENTS - SR 528 to SR 408

Orange County

CFX Project # 417-178

Contract # 002056

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

SR 417 CAPACITY IMPROVEMENTS – SR 528 to SR 408

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

The approximately seven-mile segment of State Road (SR) 417 from SR 528 north to SR 408 continues to experience an increase in traffic. This increase can be attributed to the continuing development occurring to the south, specifically in the Lake Nona area, that travels north to SR 408 to reach Orlando, as well as traffic from north of Orlando that travels south to reach SR 528 to continue east to the coast and tourist areas. As a result of the current and anticipated continued growth in traffic, increased congestion, and to maintain safety, the project proposes capacity improvements by widening SR 417 from SR 528 to SR 408. Currently, SR 417 varies from a six-lane to eight-lane facility (including auxiliary lanes) from just north of the SR 528 interchange to the SR 408 interchange. This PD&E Study will analyze the outside widening of SR 417 from SR 528 to SR 408 to ten general-use lanes (five lanes in each direction including auxiliary lanes) and the inside widening of SR 417 to incorporate one additional Flex Lane on both northbound and southbound directions as the Ultimate build out condition of the expressway. Additionally, the PD&E Study will evaluate and recommend, based on coordination with the T&RC, an Interim condition of appropriate length and segmentation location of the incorporation of Flex Lanes with and without the outside widening of SR 417 from SR 528 to SR 408.

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 the proposed capacity improvements to SR 417 from SR 528 to SR 408. 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 Engagement 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 semi-monthly basis for progress meetings; therefore, up to twenty-four (24) 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 twelve (12) 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 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:	Hard Copies:
Quality Control Plan	N/A*
Project Schedule	N/A*

Engineering Items:	Hard Copies:
Existing Conditions Technical Memorandum	N/A*
Location Hydraulics Report	N/A*
Pond Siting Report	N/A*
Conceptual Design Roadway Plan Set	N/A*
Geotechnical Technical Memorandum	N/A*
Typical Section Package	N/A*
Utility Assessment Package	N/A*
Preliminary Engineering Report (Signed and Sealed)	2

Environmental Items:	Hard Copies:
Project Kickoff Notification Package	N/A*
Public Engagement Plan	N/A – PEC report
Noise Study Report	N/A* - GEC Report
Air Quality Report/Tech Memo	N/A*
Contamination Screening Evaluation Report	N/A*
Natural Resource Evaluation Technical Memorandum	N/A*
Cultural Resource Assessment Technical Memorandum	N/A*
Water Quality Impact Evaluation	N/A*
Comments & Coordination Report	N/A – PEC report
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, Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise (FTE), Osceola County, City of Orlando, and CFX.

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

N/A

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.
    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

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:

N/A – Project Kickoff Factsheet will be distributed in lieu of 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.

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 (Orlando and Orange 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 ten (10) such unscheduled meetings.

CFX Environmental Stewardship Committee:

It is anticipated that up to two (2) presentations will be given to CFX's Environmental Stewardship Committee to introduce the project to the Committee and prior to the Alternatives Public Information Meeting.

Other Public and Agency Meetings:

Additionally, the CONSULTANT will be prepared to present, if necessary, to the CFX Board, the MetroPlan Orlando Board, Orange County technical committees, Orange County Board, and Orlando City Council prior to the Alternatives Public Information Meeting. The CONSULTANT shall be prepared to attend up to eight (8) such meetings.

3.3 PUBLIC HEARING

N/A – A Public Hearing will not be held for this study.

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.

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 three (3) 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. Post-Alternatives Public Meeting 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 be prepared to 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.

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 aerials. The GEC will recommend mapping scales for approval by CFX.

4.4 GEOTECHNICAL INVESTIGATION

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, 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 – 4.5.12

N/A – Performed by T&RC

4.5.13 Interchange Access Request

N/A

4.5.14 Traffic Data for Noise Study

N/A

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

The CONSULTANT shall conduct a high level analysis of potential needs for signage along with ITS and gantry equipment for Flex Lanes.

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 SAFTEY

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

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.

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 CFX T&RC 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. The CONSULTANT will include the estimated cost to maintain traffic in the construction cost estimate for the project alternative.

4.10.8 Lighting

The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards, and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the project alternative.

4.11 IDENTIFY PROJECT / CONSTRUCTION SEGMENTS

N/A

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 analyze and evaluate existing drainage systems and ponds and evaluate the need for additional drainage systems and ponds to support increased drainage needs in the Ultimate condition. 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 ascertain the likely permits to be obtained 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 site 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

N/A

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

N/A

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 CONSULANT 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.

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.

4.22.2 Planning Consistency Form

N/A

4.23 TRANSIT SYSTEMS AND SERVICE

N/A

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 and map out the zones of probability for the project study area and identify any previously recorded resources. 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 desktop analysis 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 Technical Memorandum 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) Technical Memorandum to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

5.3.2 Essential Fish Habitat

N/A

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 prepare the Biological Assessment as a part of the NRE.

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) Technical Memorandum 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 GEC 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 GEC 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.

5.5 CUMULATIVE EFFECTS EVALUATION

N/A

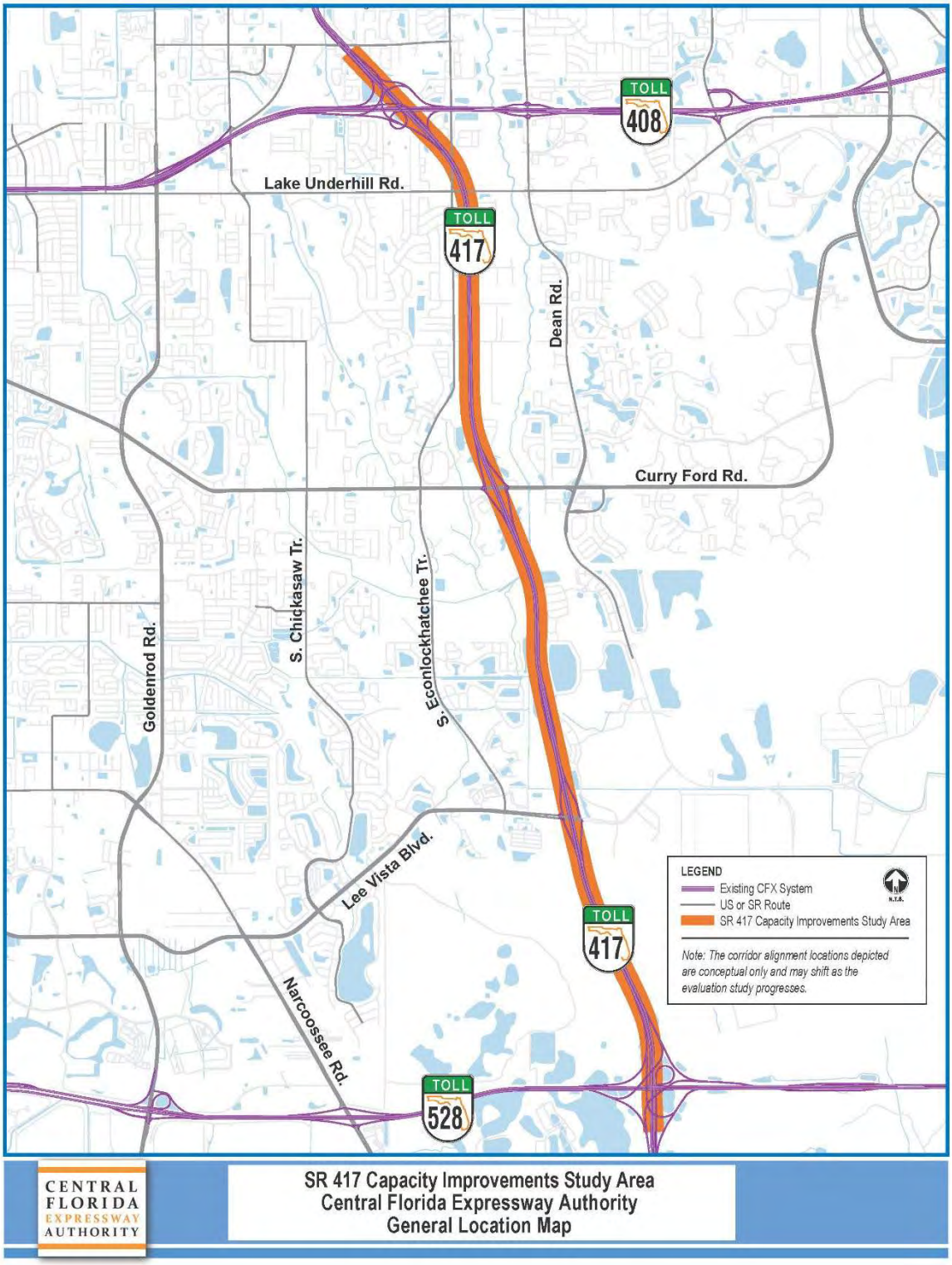
5.6 PROJECT COMMITMENTS

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. The PEIR will be finalized after the Alternatives Public Meeting.

ATTACHMENT A – GENERAL LOCATION MAP



E.

Reports

E.1.

Chairman's Report

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JANUARY 31, 2024 AND YEAR-TO-DATE

	FY 24 MONTH ACTUAL	FY 24 MONTH BUDGET	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 24 YEAR-TO-DATE % VARIANCE	FY 23 - 24 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$ 55,486,920	$ 56,096,400	$ 409,042,917	$ 407,581,700	$ 1,461,217	0.4%	19.9%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	709,168	560,872	4,511,029	3,550,208	960,821	27.1%	18.3%
TRANSPONDER SALES	172,935	202,081	1,215,703	1,409,651	(193,948)	-13.8%	-5.8%
OTHER OPERATING	241,517	180,497	1,419,989	1,096,814	323,175	29.5%	23.1%
INTEREST	1,205,014	850,562	10,176,839	5,953,935	4,222,904	70.9%	120.2%
MISCELLANEOUS	81,485	75,407	551,858	527,852	24,006	4.5%	15.3%
TOTAL REVENUES	$ 57,897,039	$ 57,965,819	$ 426,918,335	$ 420,120,159	$ 6,798,175	1.6%	21.1%
O M & A EXPENSES							
OPERATIONS	$ 10,575,356	$ 11,975,726	$ 44,337,313	$ 48,931,833	$ 4,594,520	9.4%	7.8%
MAINTENANCE	2,050,633	2,134,169	9,447,654	10,046,367	598,713	6.0%	15.1%
ADMINISTRATION	983,174	1,099,027	6,563,152	7,500,360	937,208	12.5%	12.3%
OTHER OPERATING	195,478	240,417	1,177,013	1,226,125	49,112	4.0%	6.2%
TOTAL O M & A EXPENSES	$ 13,804,642	$ 15,449,339	$ 61,525,133	$ 67,704,685	$ 6,179,552	9.1%	9.3%
NET REVENUES BEFORE DEBT SERVICE	$ 44,092,397	$ 42,516,481	$ 365,393,202	$ 352,415,474	$ 12,977,728	3.7%	23.4%
COMBINED NET DEBT SERVICE	$ 16,810,175	$ 18,119,531	$ 124,931,076	$ 126,857,514	$ 1,926,438	1.5%	-1.7%
NET REVENUES AFTER DEBT SERVICE	$ 27,282,223	$ 24,396,950	$ 240,462,126	$ 225,557,960	$ 14,904,165	6.6%	42.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

Feb 21, 2024

JJ 2-21-24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022
FOR THE MONTH ENDING JANUARY 31, 2024 AND YEAR-TO-DATE

	FY 2024 ACTUAL	FY 2024 BUDGET	VARIANCE	FY 24 YEAR-TO-DATE % VARIANCE
Operations	$ 44,337,313	$ 48,931,833	$ 4,594,520	9.4%
Maintenance	9,447,654	10,046,367	598,713	6.0%
Administration	6,563,152	7,500,360	937,208	12.5%
Other Operating	1,177,013	1,226,125	49,112	4.0%
Total O M & A	$ 61,525,133	$ 67,704,685	$ 6,179,552	9.1%
Capital Expenditures				
Operations	$ 10,014	$ -	$ (10,014)	0.0%
Maintenance	-	3,000	3,000	100.0%
Administration	45,277	10,000	(35,277)	-352.8%
Total Capital Expenditures	$ 55,291	$ 13,000	$ (42,291)	-325.3%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JANUARY 31, 2024 AND YEAR-TO-DATE

	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 409,042,917	$ 407,581,700	$ 1,461,217	$ 341,064,674	$ 345,496,444	$ (4,431,770)	$ 5,892,987
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	4,511,029	3,550,208	960,821	3,814,768	3,460,023	354,745	606,076
TRANSPONDER SALES	1,215,703	1,409,651	(193,948)	1,290,333	1,144,285	146,048	(339,996)
OTHER OPERATING	1,419,989	1,096,814	323,175	1,153,404	887,757	265,647	57,528
INTEREST	10,176,839	5,953,935	4,222,904	4,621,178	1,377,878	3,243,300	979,604
MISCELLANEOUS	551,858	527,852	24,006	478,805	469,597	9,208	14,798
TOTAL REVENUES	$ 426,918,335	$ 420,120,159	$ 6,798,175	$ 352,423,162	$ 352,835,984	$ (412,822)	$ 7,210,997
O M & A EXPENSES							
OPERATIONS	$ 44,337,313	$ 48,931,833	$ 4,594,520	$ 41,142,827	$ 43,375,208	$ 2,232,381	$ 2,362,139
MAINTENANCE	9,447,654	10,046,367	598,713	8,207,293	8,552,710	345,417	253,296
ADMINISTRATION	6,563,152	7,500,360	937,208	5,844,810	6,239,777	394,967	542,241
OTHER OPERATING	1,177,013	1,226,125	49,112	1,108,253	1,023,184	(85,069)	134,181
TOTAL O M & A EXPENSES	$ 61,525,133	$ 67,704,685	$ 6,179,552	$ 56,303,183	$ 59,190,879	$ 2,887,696	$ 3,291,856
NET REVENUES BEFORE DEBT SERVICE	$ 365,393,202	$ 352,415,474	$ 12,977,728	$ 296,119,979	$ 293,645,105	$ 2,474,874	$ 10,502,854
COMBINED NET DEBT SERVICE	$ 124,931,076	$ 126,857,514	$ 1,926,438	$ 127,131,963	$ 128,257,123	$ (1,125,160)	$ 3,051,598
NET REVENUES AFTER DEBT SERVICE	$ 240,462,126	$ 225,557,960	$ 14,904,165	$ 168,988,016	$ 165,387,982	$ 3,600,034	$ 11,304,131

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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 JANUARY 31, 2024 AND YEAR-TO-DATE

	FY 24 MONTH ACTUAL	FY 23 MONTH ACTUAL	FY 23 - 24 SAME MONTH COMPARISON	FY 24 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE ACTUAL	FY 23 - 24 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 55,486,920	$ 56,199,693	$ (712,773)	$ 409,042,917	$ 341,064,674	$ 67,978,243
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	709,168	602,092	107,076	$ 4,511,029	3,814,768	696,261
TRANSPONDER SALES	172,935	182,913	(9,978)	$ 1,215,703	1,290,333	(74,630)
OTHER OPERATING	241,517	214,673	26,844	$ 1,419,989	1,153,404	266,585
INTEREST	1,205,014	831,453	373,561	$ 10,176,839	4,621,178	5,555,661
MISCELLANEOUS	81,485	68,526	12,959	$ 551,858	478,805	73,053
TOTAL REVENUES	$ 57,897,039	$ 58,099,350	$ (202,311)	$ 426,918,335	$ 352,423,162	$ 74,495,173
O M & A EXPENSES						
OPERATIONS	$ 10,575,356	$ 8,832,580	$ 1,742,776	$ 44,337,313	$ 41,142,827	$ 3,194,486
MAINTENANCE	2,050,633	1,330,136	720,497	$ 9,447,654	8,207,293	1,240,361
ADMINISTRATION	983,174	937,421	45,753	$ 6,563,152	5,844,810	718,342
OTHER OPERATING	195,478	695,766	(500,288)	$ 1,177,013	1,108,253	68,760
TOTAL O M & A EXPENSES	$ 13,804,642	$ 11,795,903	$ 2,008,739	$ 61,525,133	$ 56,303,183	$ 5,221,950
NET REVENUES BEFORE DEBT SERVICE	$ 44,092,397	$ 46,303,447	$ (2,211,050)	$ 365,393,202	$ 296,119,979	$ 69,273,223
COMBINED NET DEBT SERVICE	$ 16,810,175	$ 17,914,056	$ (1,103,881)	$ 124,931,076	$ 127,131,963	$ (2,200,887)
NET REVENUES AFTER DEBT SERVICE	$ 27,282,223	$ 28,389,391	$ (1,107,168)	$ 240,462,126	$ 168,988,016	$ 71,474,110

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E.3.

Executive Director's Report

THE EXECUTIVE DIRECTOR'S REPORT WILL BE PROVIDED PRIOR TO THE BOARD MEETING

F.

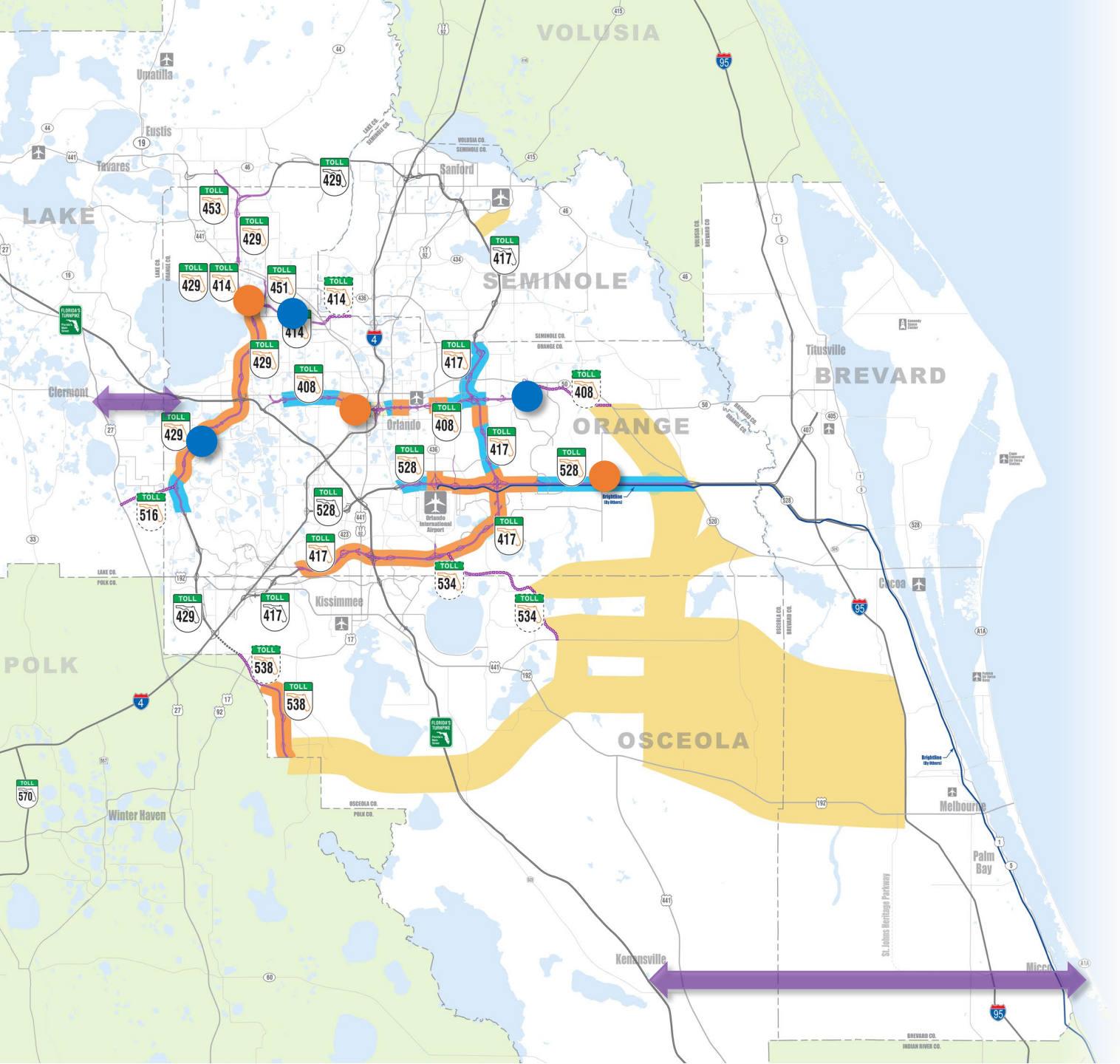
Regular Agenda Items

F. 1.

Planning Projects Update

Will Hawthorne, PE, Director of Transportation Planning & Policy

March 14th, 2024



2045 Master Plan

Widenings

Interchanges

Expansion Projects

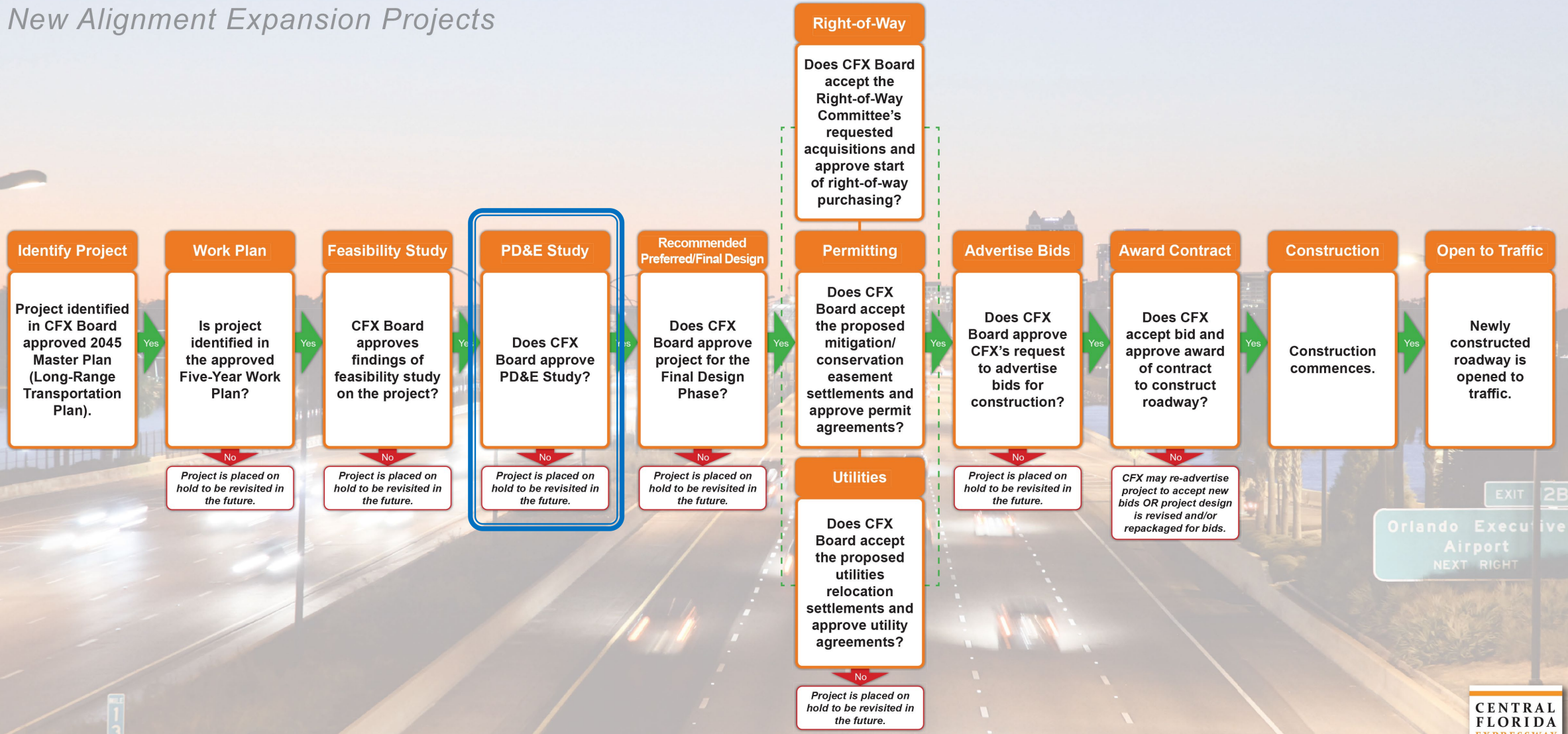
Planning Studies

Long Range Expansion Projects

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT DEVELOPMENT PROCESS

New Alignment Expansion Projects



Project Development & Environment (PD&E)

Minor

- Within Current Right-of-Way
- Operational Improvements
- Public Meeting - Typically

- Completed by Continuing Services Consultant

Major

- Right-of-Way Required
- New Corridors
- Public Meeting – Yes

- Completed by a Dedicated Consultant

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Existing System

SR 528 Farm Access Road Bridges Removal

SR 417 Capacity Improvements
SR 528 to SR 408

SR 429 Capacity Improvements
Seidel Road to Tilden Road

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 528 Farm Access Bridge Removals

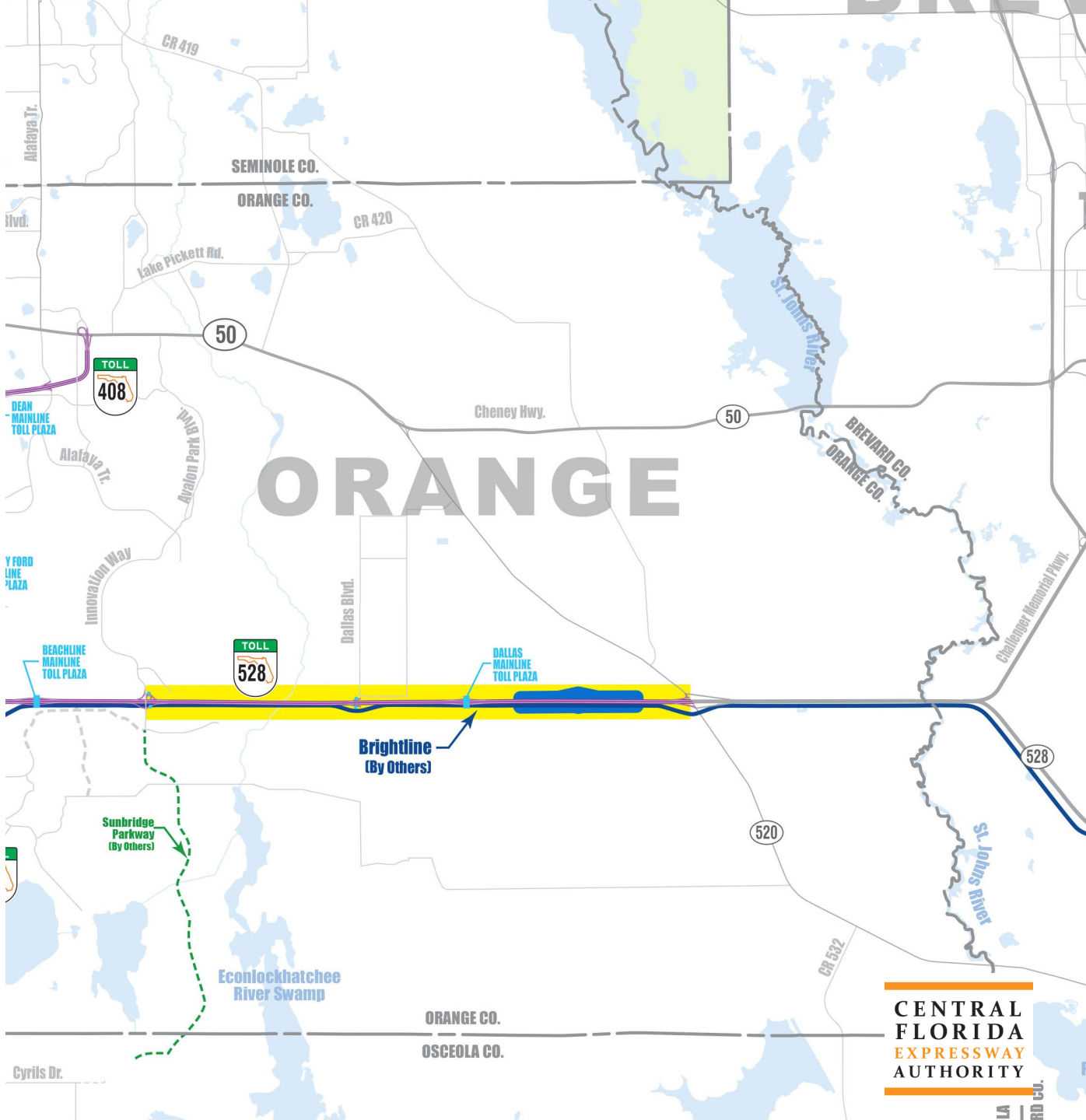
Began November 2023

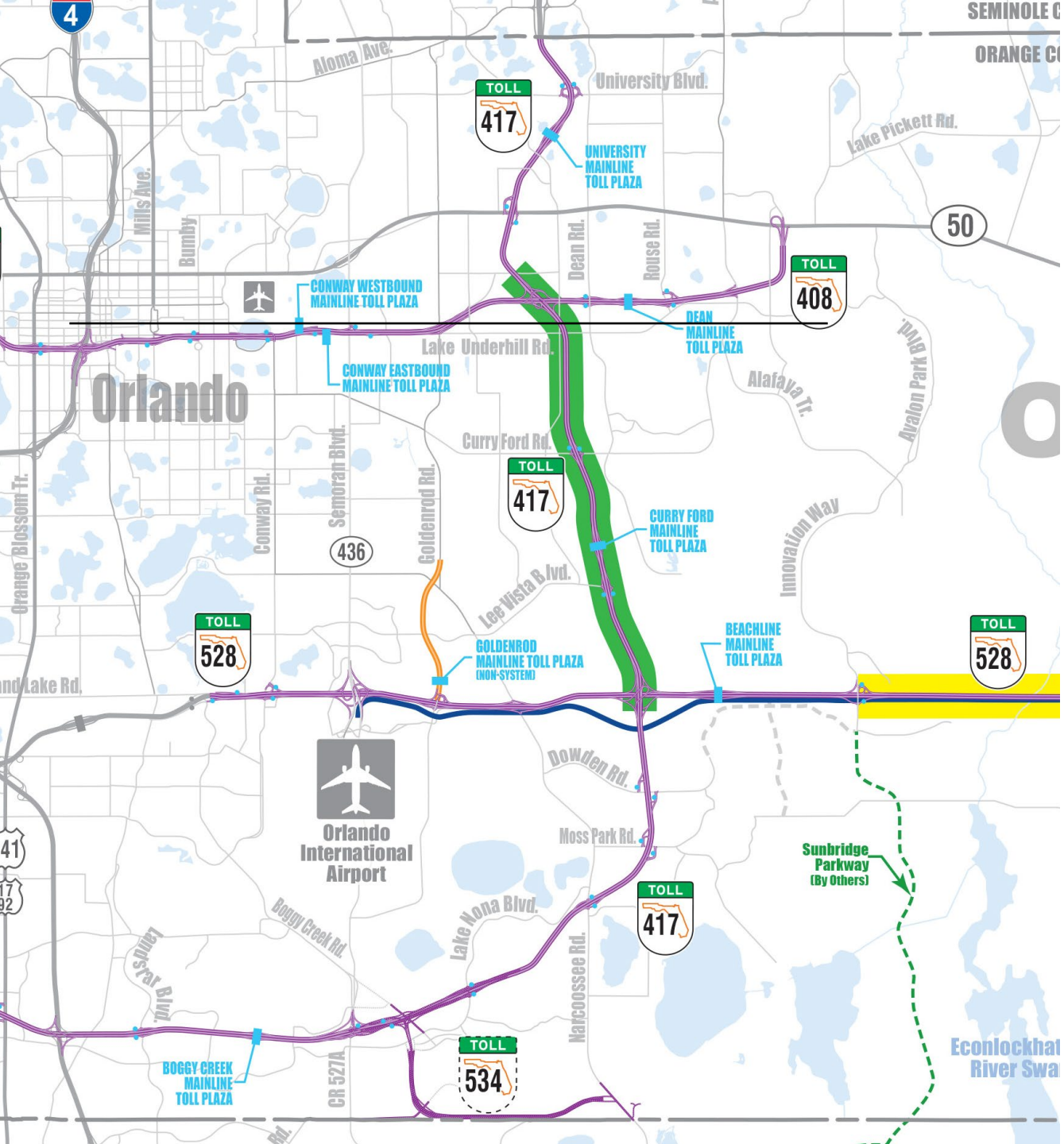
ROW Impacts – None

Public Meeting – N/A

Anticipated Completion May 2024

Next Steps: Design





SR 417 Capacity Improvements

Beginning May 2024

ROW Impacts – Likely

Public Meeting – Included

Anticipated Completion May 2025

Next Steps: Execute Contract

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 429 Capacity Improvements

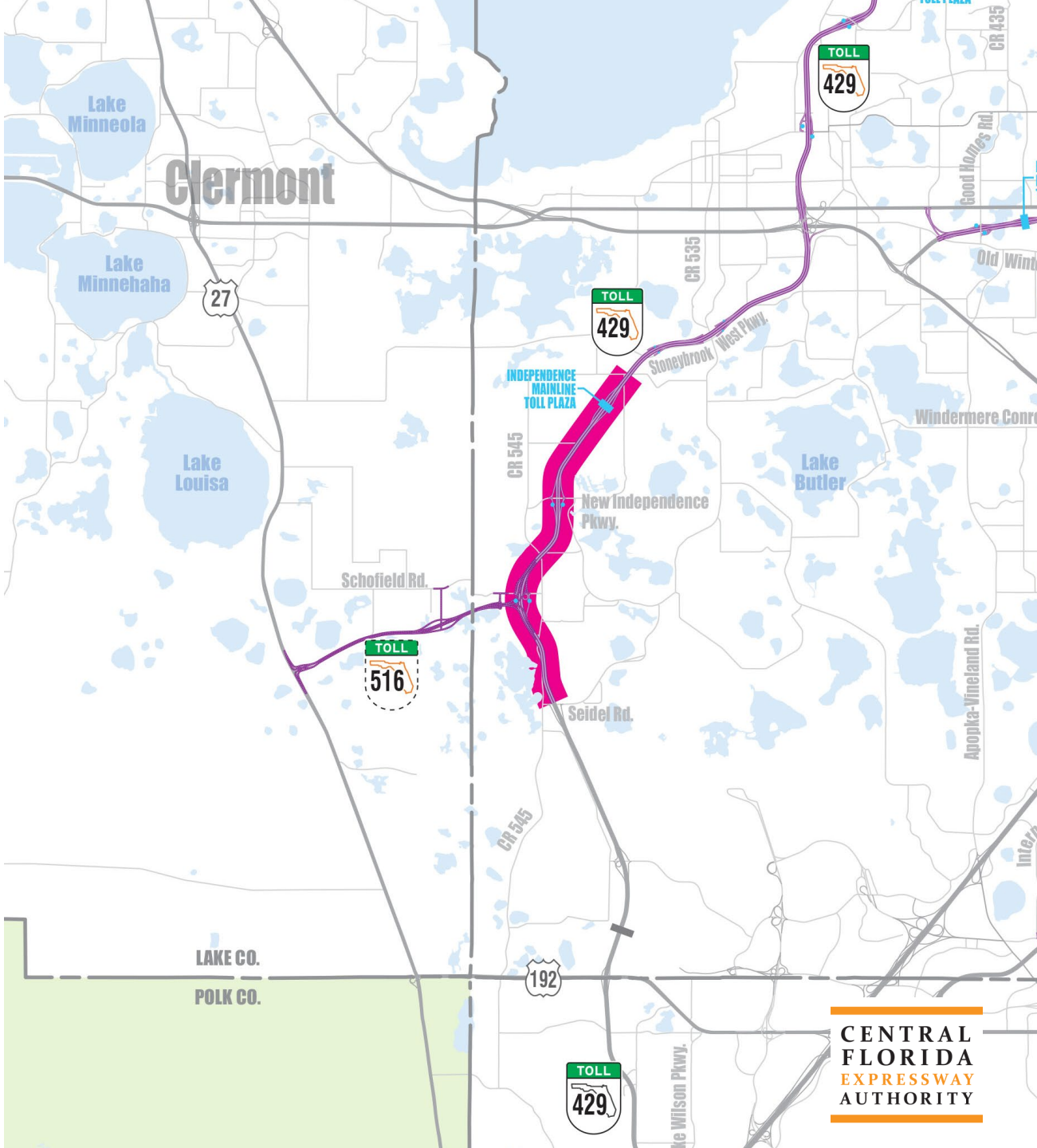
Beginning May 2024

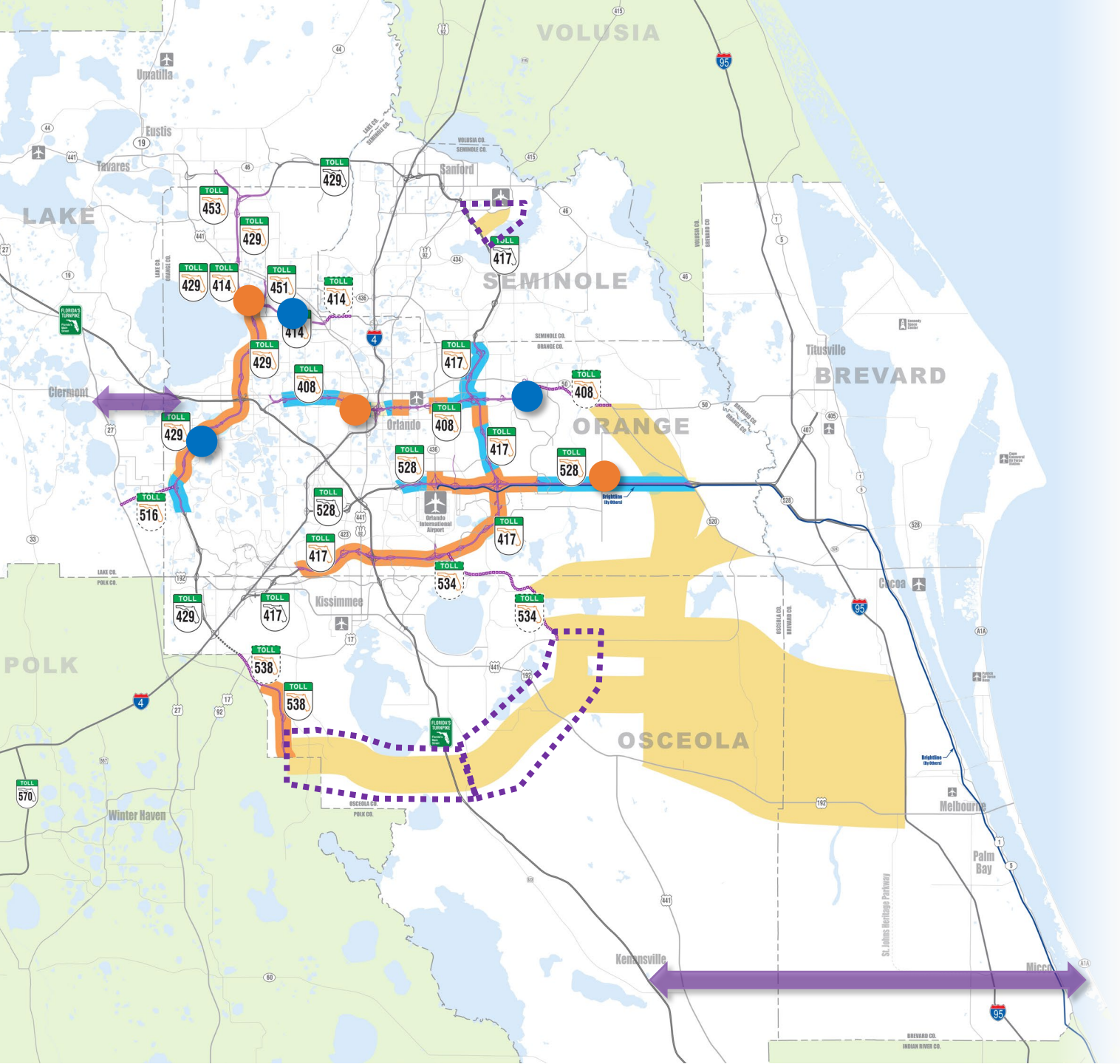
ROW Impacts – TBD

Public Meeting – Included

Anticipated Completion May 2025

Next Steps: Develop PD&E Scope





2045 Master Plan

Widenings

Interchanges

Planning Studies

Long Range Expansion Projects

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 538 Southport Expressway

New Corridor

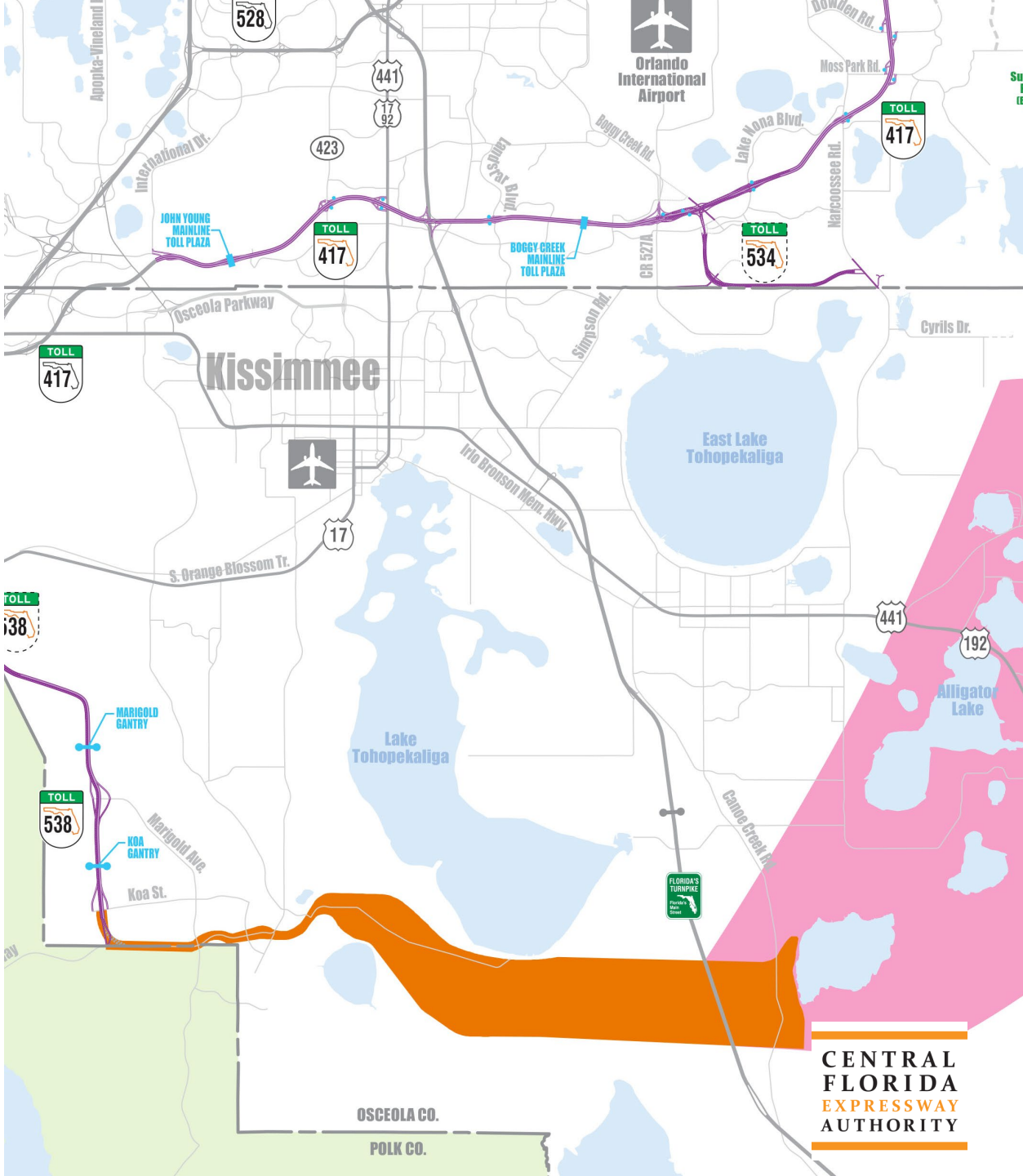
Began – September 9th, 2020

Study Area – 11,750 Acres (+/-)

No. of Alignments Studied – Three

Anticipated Completion – TBD

Next Steps: Public Meeting



SR 515 Northeast Expressway Phase 2

New Corridor

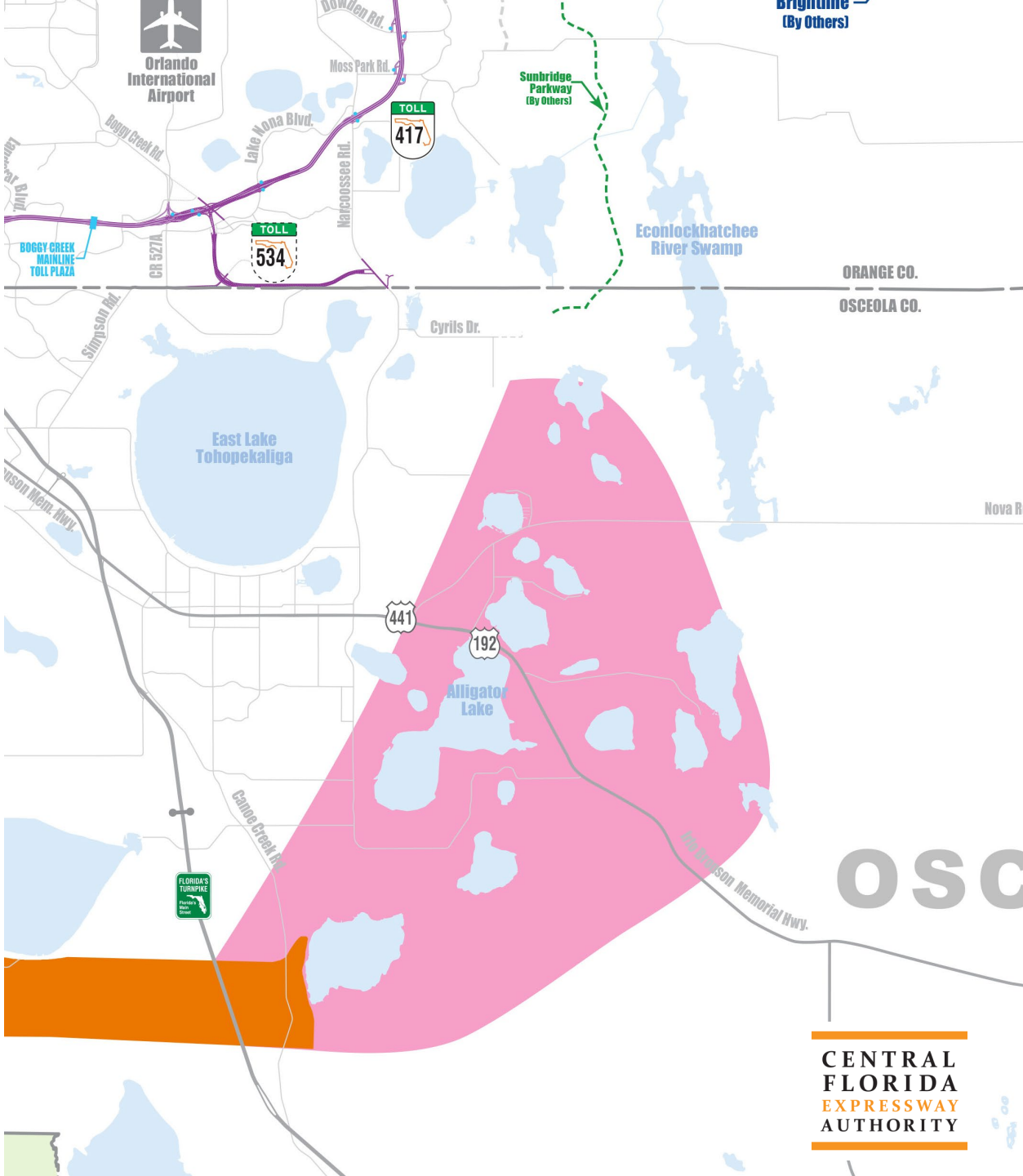
Beginning – March 2024

Study Area – 58,000 Acres (+/-)

No. of Alignments Studied – Seven

Anticipated Completion – Sept. 2026

Next Steps: Notice to Proceed



SR 417 Sanford Connector

New Corridor

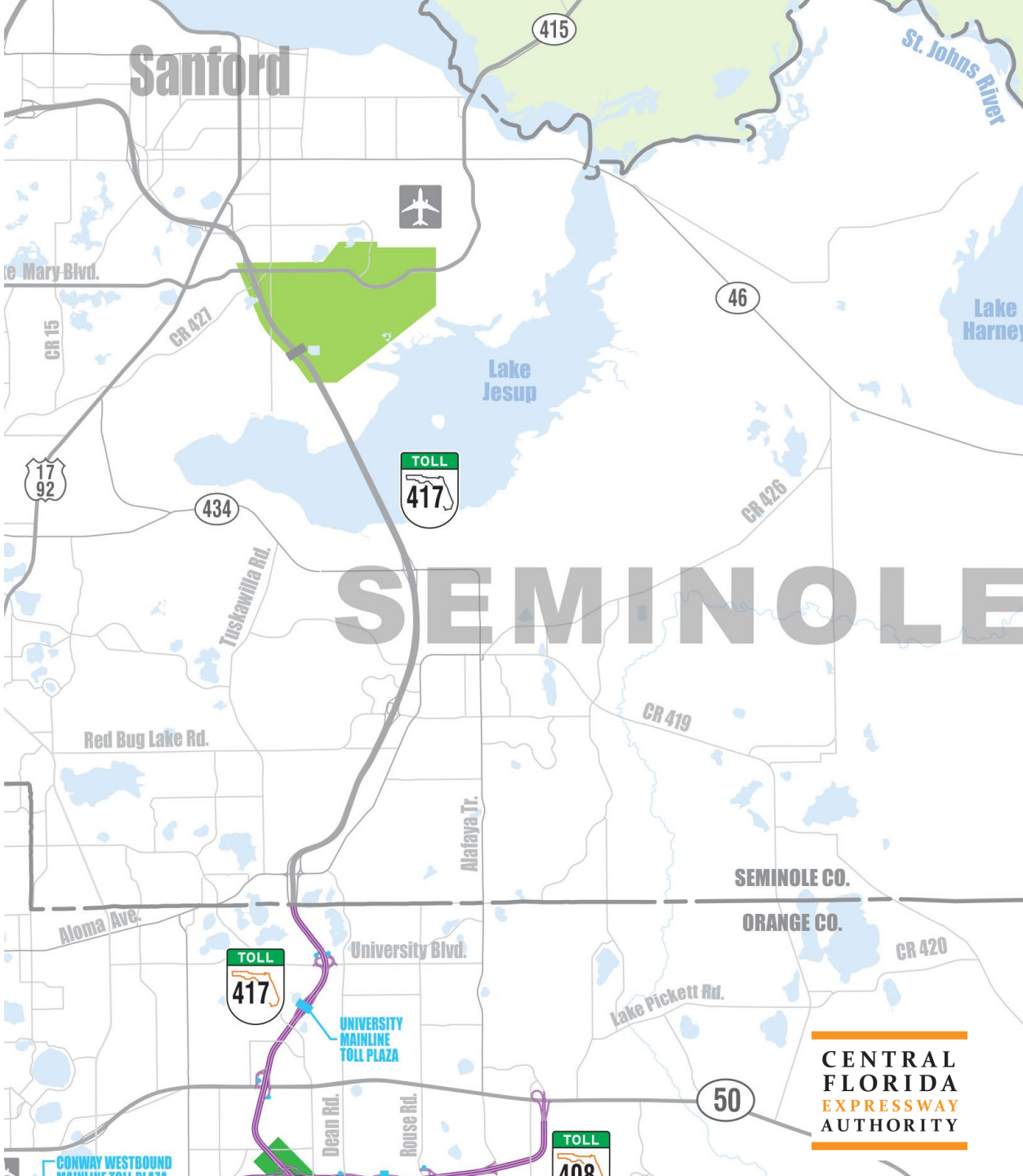
Beginning – May 2024

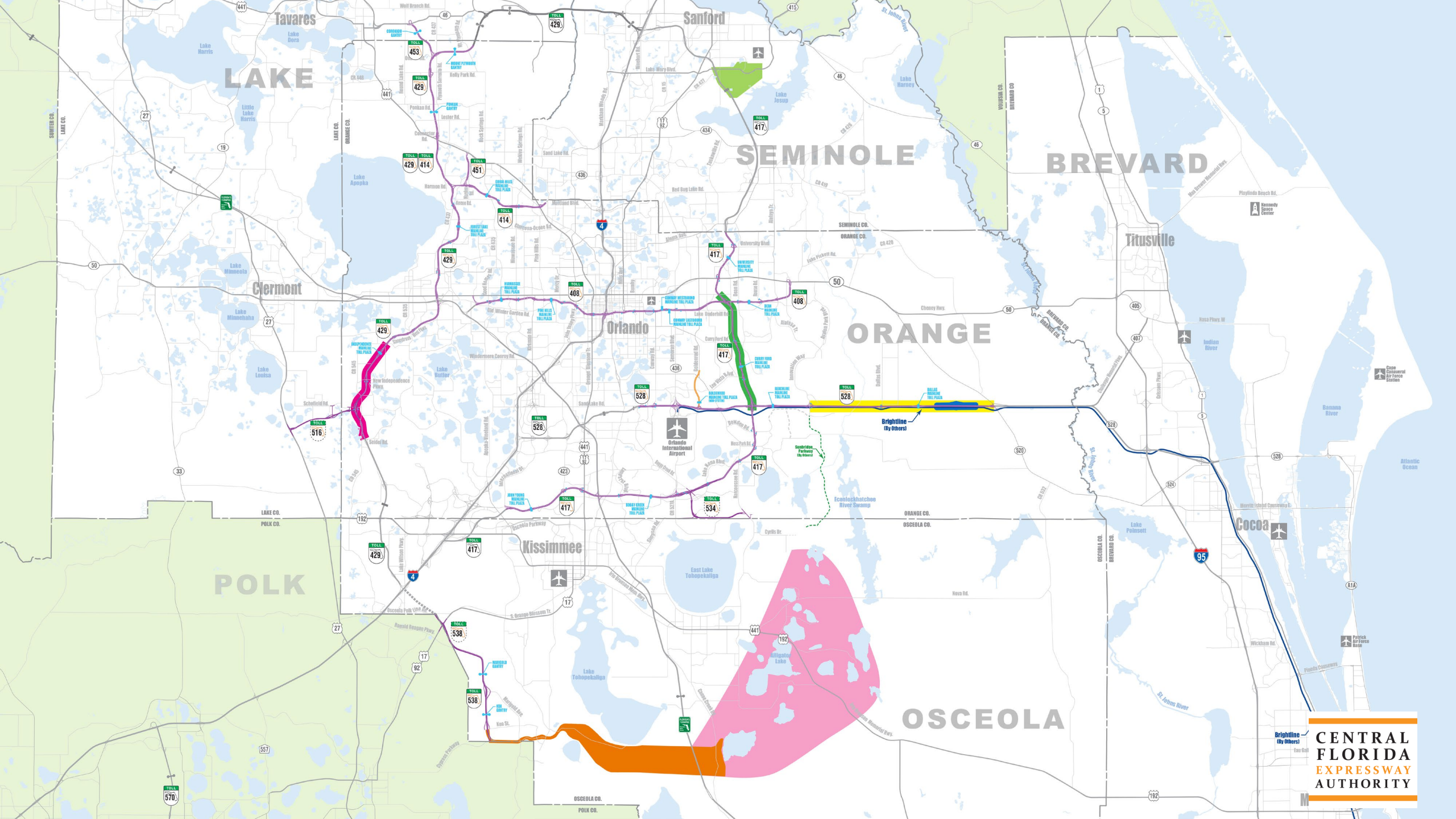
Study Area – 2,700 Acres (+/-)

No. of Alignments Studied – Four

Anticipated Completion – May 2025

Next Steps: Board Award Contract




Tavares
Sanford
LAKE
SEMINOLE
BREVARD
Titusville
Clermont
Orlando
ORANGE
Kissimmee
POLK
OSCEOLA
Cocoa
Orlando International Airport
Brightline (By Others)
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY
PAY TOLL
1 MILE
CASH
LANES
KEEP RIGHT
OR PAY BY PLATE
KEEP LEFT

Questions?

F. 2.

Construction Update

Jack Burch, P.E., Resident Engineer/Construction Manager

— March 14, 2024 —

SR 417 and SR 429 Corridor Widening Projects

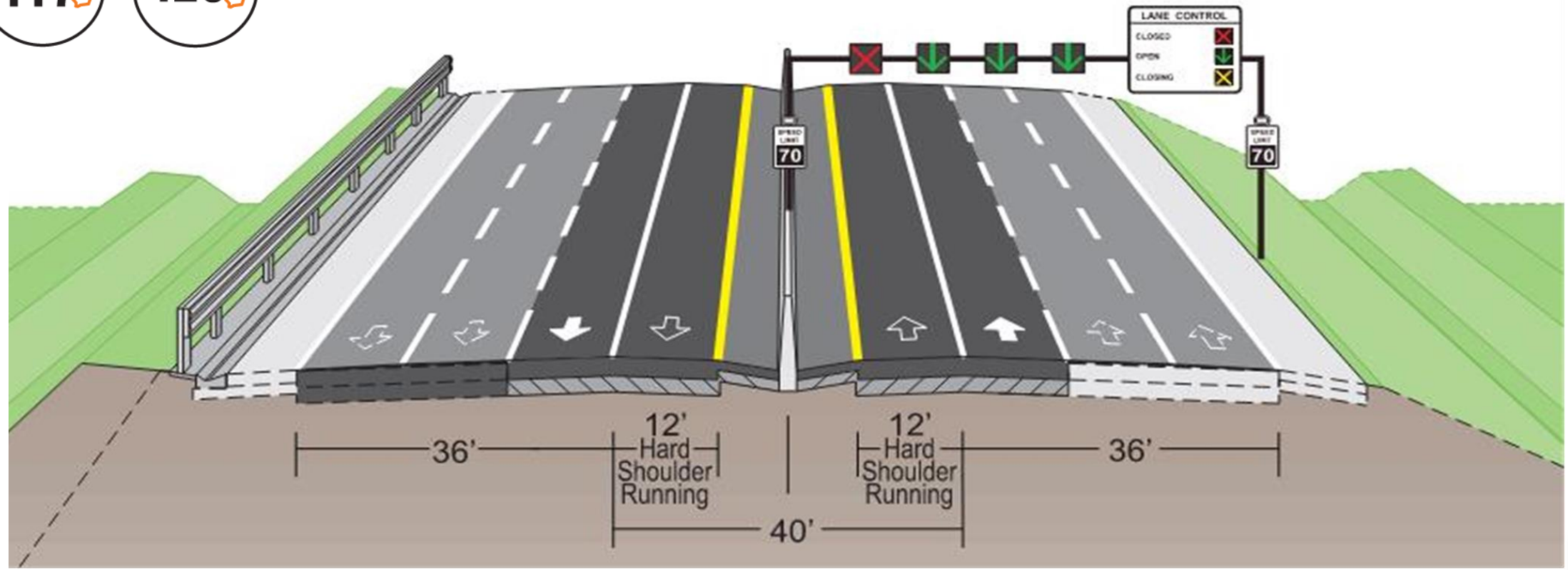
SR 417: Five Projects - $430M Construction Cost

SR 429: Three Projects - $403M Construction Cost

FEATURES:

Median Widening

- 35 Centerline Miles, 82 Bridges, Flex Lanes

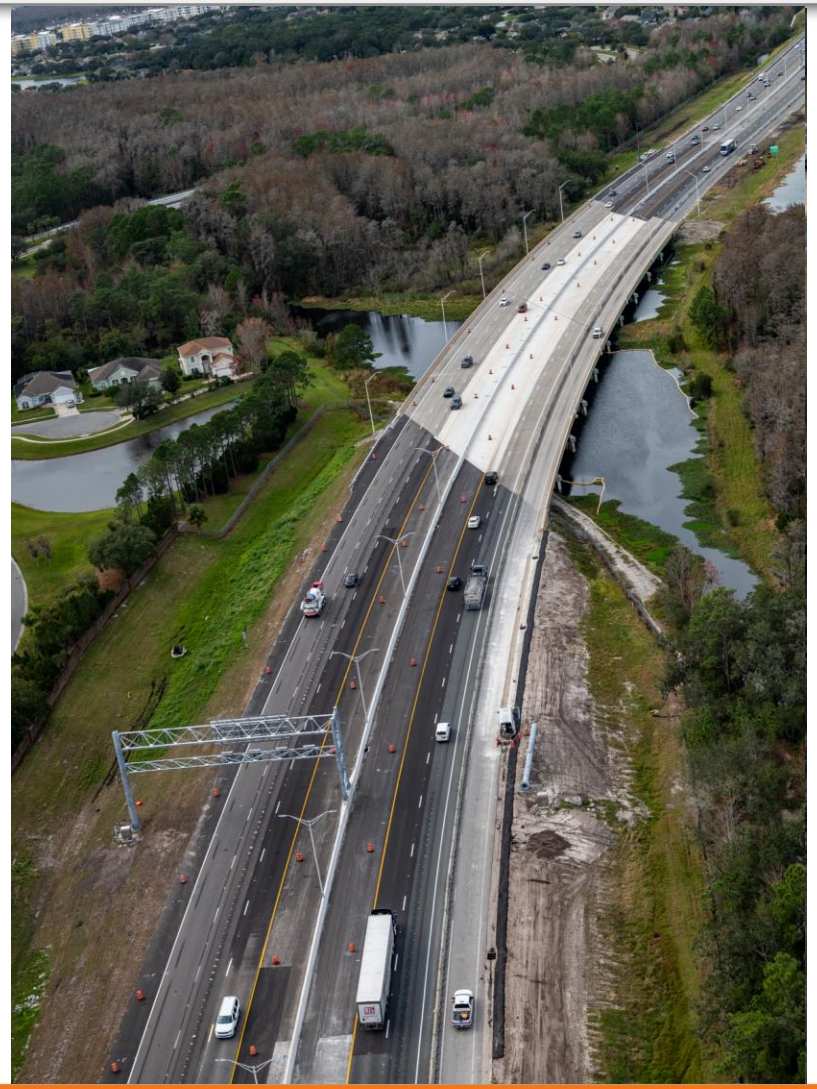


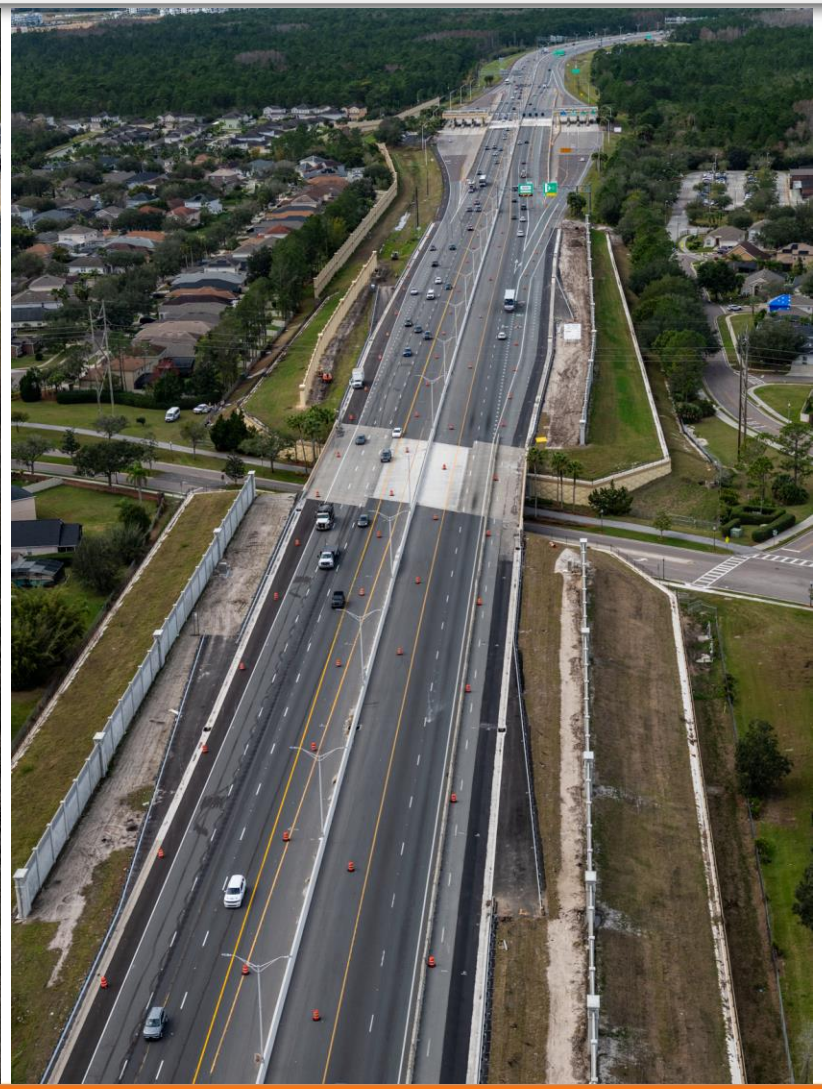
Typical Section with Flex Lanes

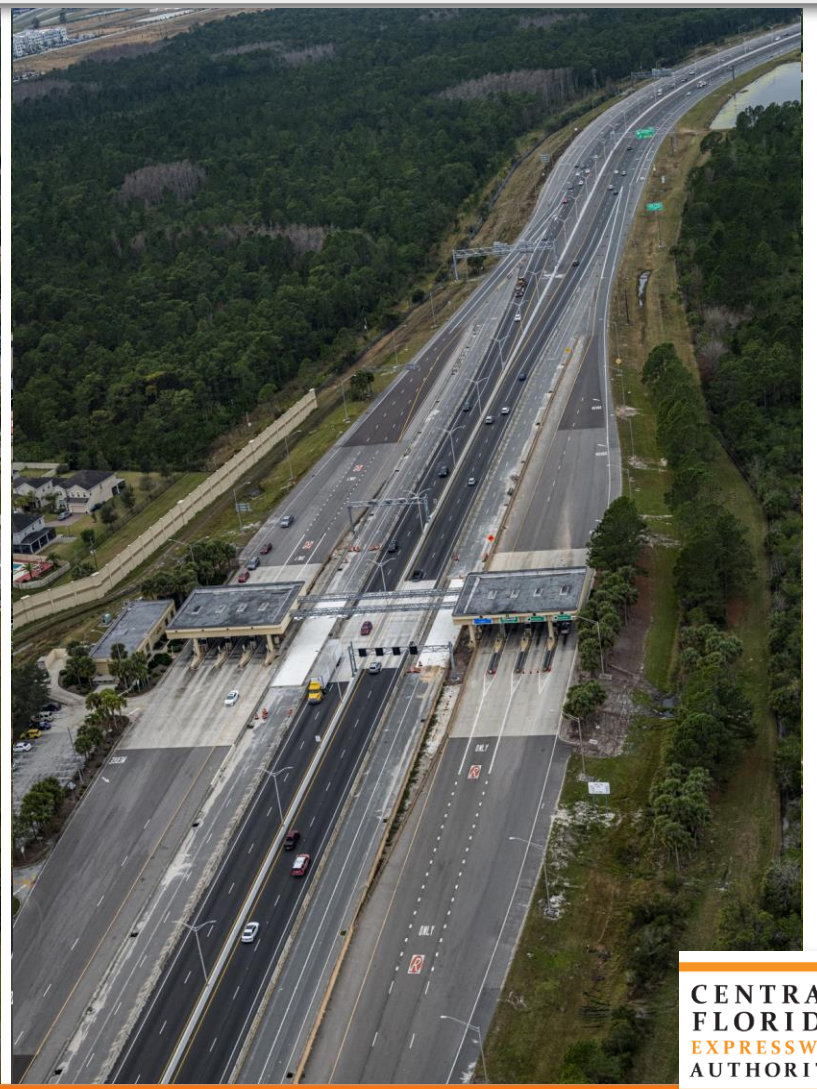
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from I-Drive to John Young Pkwy

Active Construction







CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from John Young Pkwy to Landstar

Active Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from John Young Pkwy to Landstar

Active Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

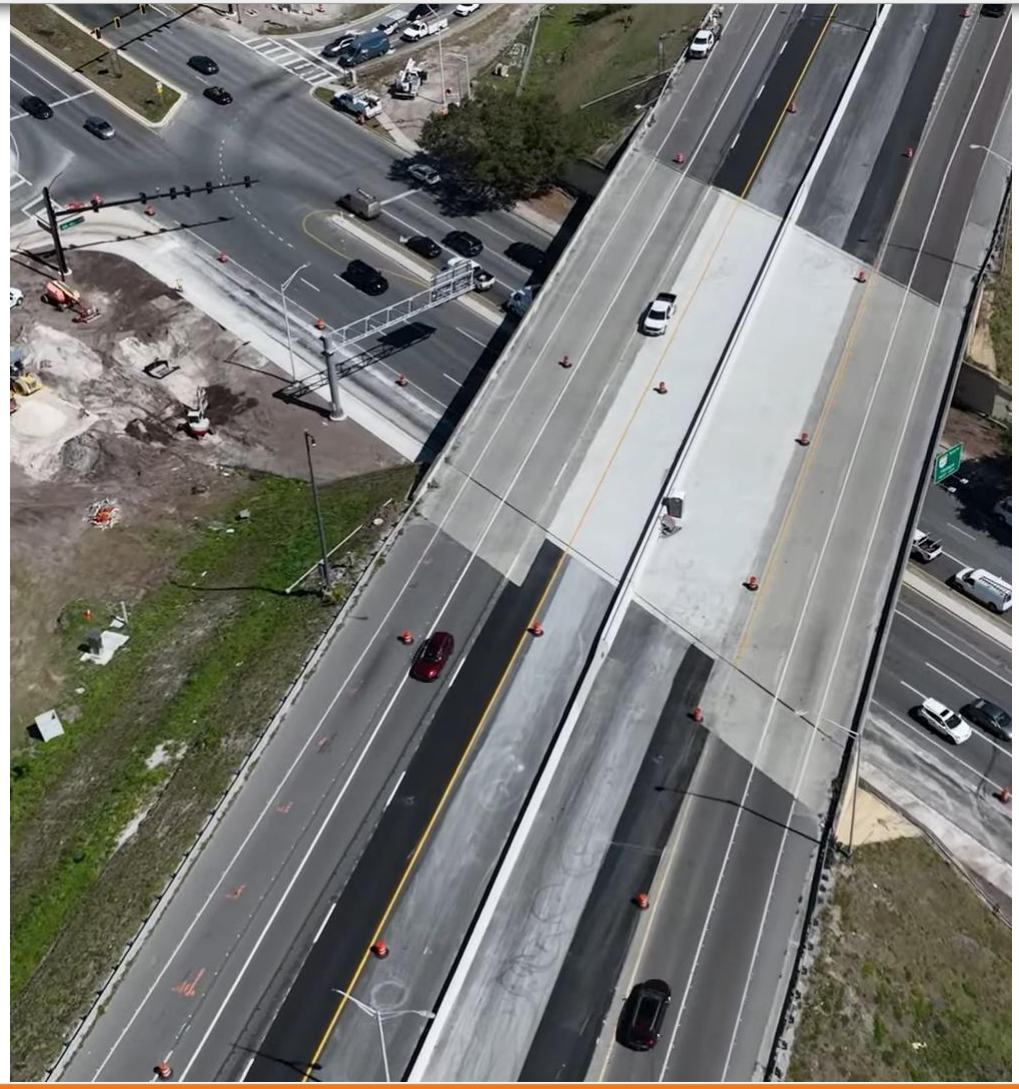
Widening from Landstar to Boggy Creek

Active Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from Boggy Creek to Narcoossee

Active Construction



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from Narcoossee to SR 528

Active Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

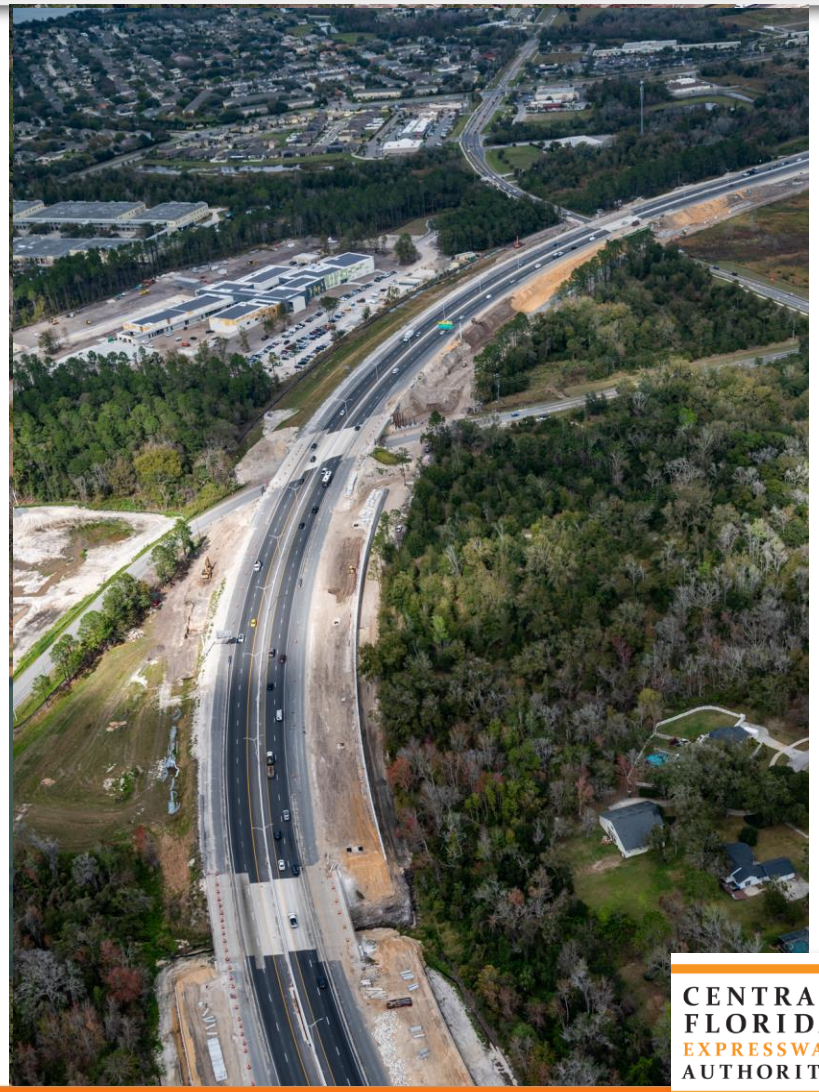
Widening from Tilden Rd to Florida's Turnpike

Active Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from Florida's Turnpike to West Rd

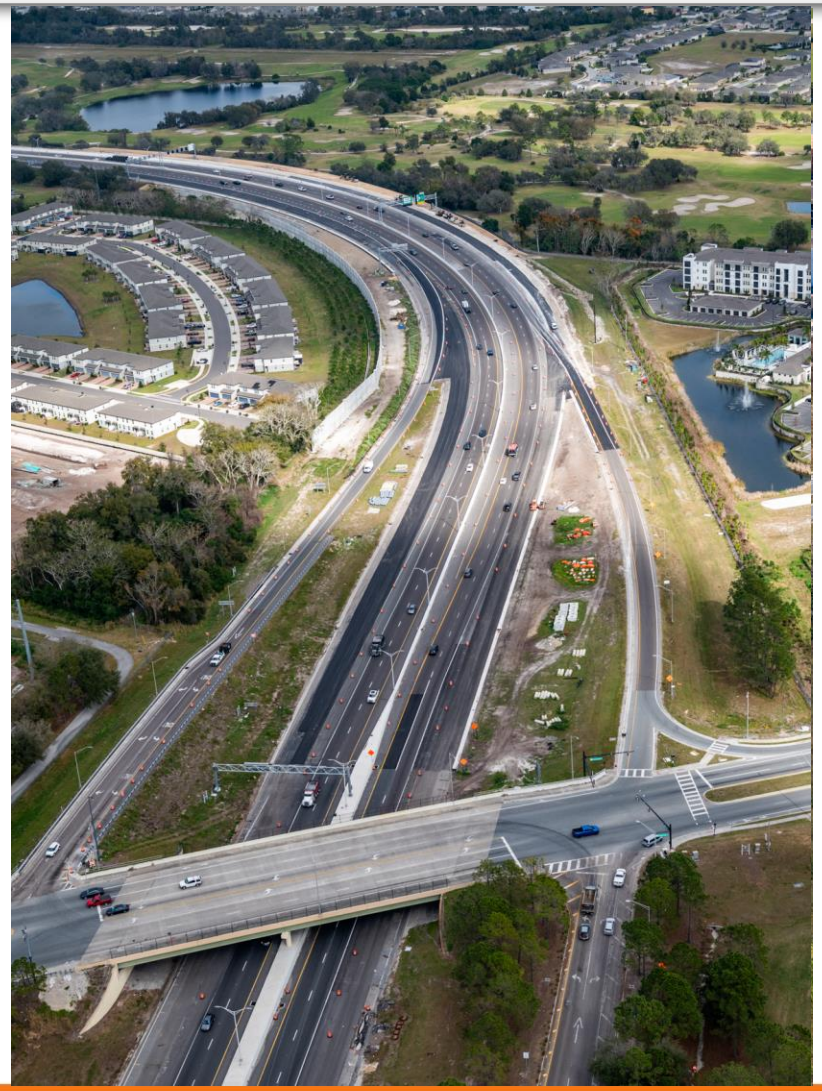
Active Construction

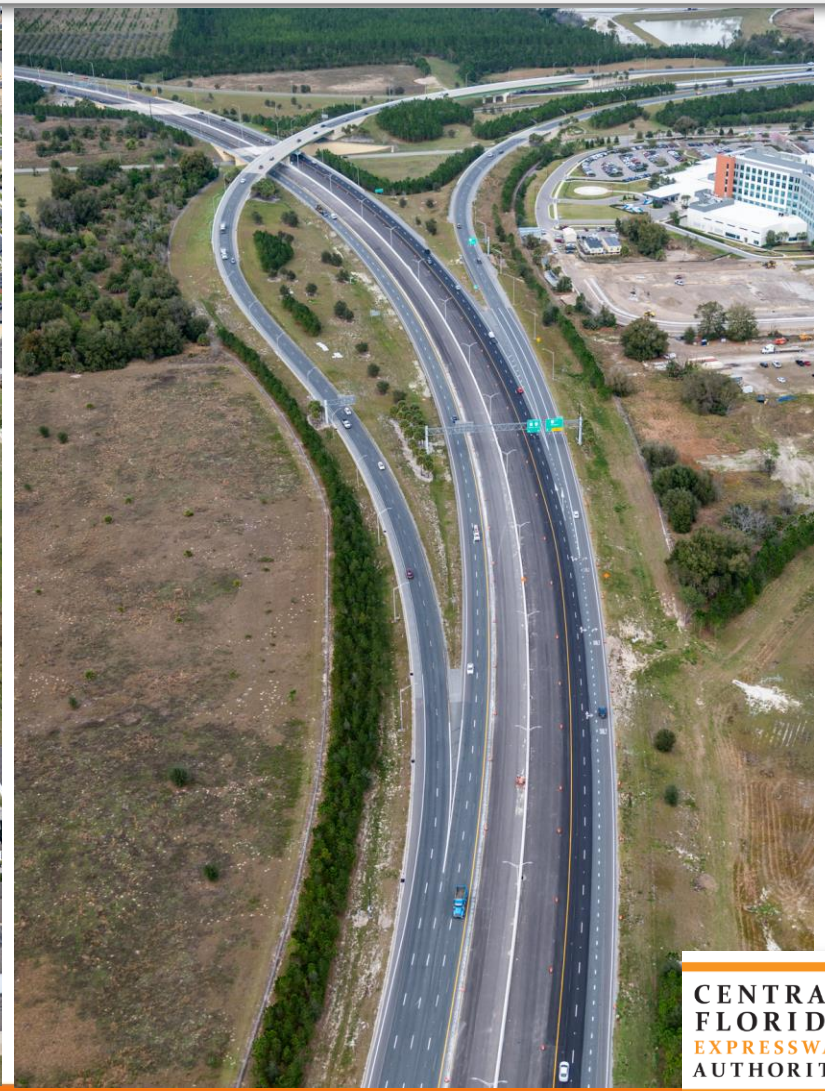


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Widening from West Rd to SR 414

Active Construction



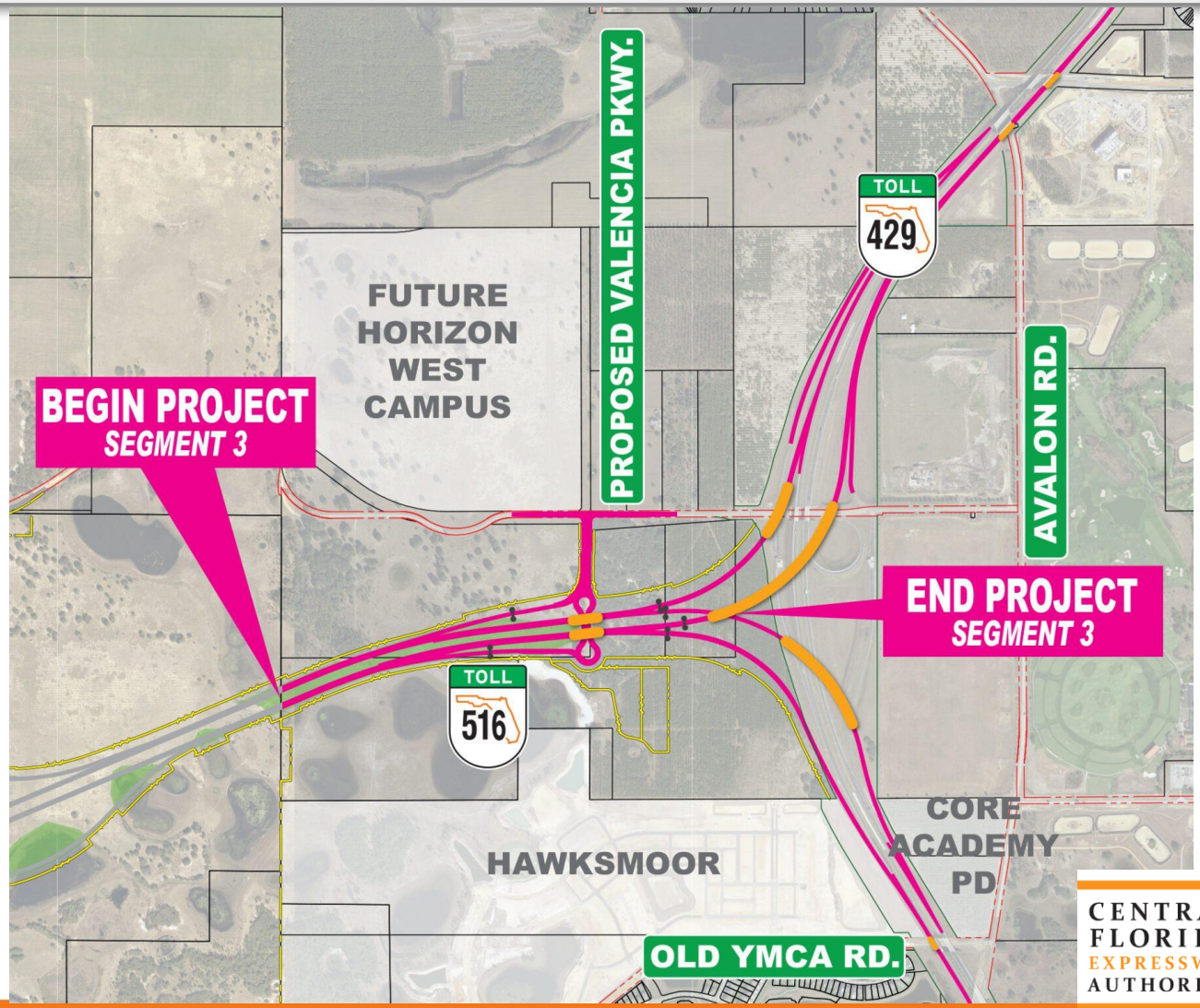


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Lake/Orange County Line to SR 429

Segment 3

- New 4 Lane Expressway with Auxiliary Lanes
- New Interchange with SR 429
- New Half Interchange with proposed Valencia Parkway



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Lake/Orange County Line to SR 429

Segment 3

- Board Award
  - **December 2023**
- Anticipated Notice to Proceed
  - **May 2024**
- Projected Completion
  - **4th Quarter 2027**
- Project Groundbreaking Ceremony
  - **April 4, 2024**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Questions?