

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
April 11, 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 MARCH 14, 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. **CFX AND FLORIDA HIGHWAY PATROL DESK TROOPER PILOT PROGRAM** – *Bryan Homayouni, Director of ITS and Lt. Colonel Mark Brown, Deputy Director of Support Operations, Florida Highway Patrol* (action item)
2. **SR 417 SANFORD AIRPORT CONNECTOR PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY** – *Will Hawthorne, Director of Transportation Planning & Policy* (action 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD MEETING March 14, 2024

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

A. CALL TO ORDER

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

Board Members Present:

Commissioner Brandon Arrington, Osceola County (Chairman)
Christopher "C.J." Maier, Gubernatorial Appointment (Vice Chairman)
Mayor Buddy Dyer, City of Orlando (Treasurer)
Mayor Jerry Demings, Orange County
Commissioner Andria Herr, Seminole County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Christine Moore, Orange County
Vacant, Gubernatorial Appointment

Board Member Not Present:

Commissioner Tom Goodson, Brevard County
Commissioner Sean Parks, Lake County

Staff Present at Dais:

Michelle Maikisch, Executive Director
Mimi Lamaute, Board Recording Secretary
Angela Wallace, General Counsel

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 FEBRUARY 8, 2024 BOARD MEETING MINUTES

A motion was made by Mr. Maier and seconded by Mr. Martinez to approve the February 8, 2024 Board Meeting Minutes as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Commissioner Goodson and Commissioner Parks were not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

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. 00169 (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. 0020676
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)

A motion was made by Mayor Dyer and seconded by Commissioner Herr to approve the Consent Agenda as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Commissioner Goodson and Commissioner Parks were not in attendance.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Arrington reported that on Thursday, April 4th CFX will have the Groundbreaking for the anticipated SR 516 Lake/Orange Expressway. This is the project with numerous sustainability features including a partnership pilot with ASPIRE for the inroad charging. Arrival for the event is 10:00 am and the program begins at 10:30 am.

- Today we have two presentations for information, one on CFX's planning studies and the other is the active construction. CFX's workplan provides real jobs to our region and with all of these projects we continue to provide connectivity to our communities.
- As a reminder, following the April 11th Board Meeting, there will be a Budget workshop to discuss the draft budget for fiscal year 2025.

2. TREASURER'S REPORT

Mayor Dyer reported that as of the end of January 2024, CFX's toll revenue year-to-date were \$409,000,000, which is 1% over projection.

Total Operations, Maintenance and Administration expenses were \$61,500,000 year-to-date, which is 9% under budget.

After debt service, the total net revenue available for projects was \$240,000,000.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch introduced Angela Wallace who recently joined CFX as its General Counsel.
- She shared that the Florida Legislature has proposed reinstating the Florida Toll Relief Program which allows for E-PASS customers, or Florida interoperable toll pass customers, with 35 or more toll transactions per transponder in a single month to automatically receive a 50% credit to their account. The legislation calls for the state program to begin April 1, 2024 and go through March 31, 2025. CFX has been having conversations on the process to implement the new program. The previous program was seamless, and it is anticipated this one being the same. As a reminder, under the 2023 program E-PASS customers saved \$132,000,000 on tolls while CFX was reimbursed from the state general revenue fund.
- She announced that the Visitor Toll Pass kiosk expansion is now complete - allowing customers to pick up a Visitor Toll Pass in Terminals A, B or C upon arrival into OIA. Since 2021, Visitor Toll Pass has been available for pick up in Terminal A only. Customers arriving in Terminals B and C have been requesting Visitor Toll Pass pick-up locations in those terminals. As soon as the machines were installed in the additional terminals, there was an increase in reservations and there was great feedback on social media. Since 2021 there has been more than 130,000 reservations, and in thus far in FY24, 38,000 trips have been recorded. Visitor Toll Pass serves customers from all over the world, with most of the travelers coming from the US, UK, Canada, and Brazil.

F. REGULAR AGENDA ITEMS

1. PLANNING PROJECT UPDATES

Mr. Will Hawthorne, Director of Transportation Planning & Policy, provided an update on the planning of all projects on the CFX system.

Commissioner Moore left the meeting at this time 9:20 a.m.

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

2. CONSTRUCTION UPDATES

Mr. Jack Burch, Resident Engineer/Construction Manager, highlighted CFX's recent investments in construction activities and detailed the status of all active construction projects. They included SR 417 Widening from I-Drive to John Young Pkwy, SR 417 Widening from John Young Pkwy to Landstar, SR 417 Widening from Landstar to Boggy Creek, SR 417 Widening from Boggy Creek to Narcoossee, SR 417 Widening from Narcoossee to SR 528, SR 429 Widening from Tilden Rd to Florida's Turnpike, SR 429 Widening from Florida's Turnpike to West Road, SR 429 Widening from West Rd to SR 414 and the SR 516 Lake/Orange County Line to SR 429 project.

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

G. BOARD MEMBER COMMENT

The following Board Member commented:

- Mr. Martinez

H. ADJOURNMENT

Chairman Arrington adjourned the Board Meeting at approximately 9:33 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.

DRAFT

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

April 11, 2024

CONSTRUCTION

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

Project 417-149	Sacyr Construccion, SA, Inc.	\$ 459,198.57
Project 417-150	Sacyr Construccion, SA, Inc.	\$ 374,592.54
Project 417-151	Ranger Construction Industries, Inc.	\$ 23,375.26
Project 429-154	The Middlesex Corporation	\$ 168,869.42
Project 599-416A/B	Cathcart Construction Company-Florida, LLC	(\$ 38,262.15)
2. Approval of Payment to Sacyr Construccion, SA, Inc. and Dura-Stress, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150 (Agreement Values: \$162,529.00 and \$581.58)
3. Approval of First Contract Renewal with WSP USA Environment & Infrastructure, Inc. for Materials Inspection, Sampling and Testing Services, Contract No. 001800 (Agreement Value: \$0)
4. Approval of Second Contract Renewal with John Brown & Sons, Inc. for Miscellaneous Clearing and Grubbing Work, Contract No. 001897 (Agreement Value: \$0)
5. Approval of Contract Award to Southland Construction, Inc. for SR 528 Turkey Creek Tropical Storm Ian Erosion, Project No. 528-181, Contract No. 002095 (Agreement Value: \$2,626,262.62)

ENGINEERING

6. Approval of Supplemental Agreement No.5 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 \$64,339.06)
7. Approval of Contract Award to Transystems Corporation d/b/a Transystems Corporation Consultants for Design Consultant Services for SR 528 Dallas Boulevard Interchange, Project No. 528-307, Contract No. 002047 (Agreement Value: not-to-exceed \$5,000,000.00)
8. Approval of Agreement with Atlantic Ecological Services for Gopher Tortoise Relocation for SR 516 (Agreement Value: not-to-exceed \$810,000.00)

FINANCE

9. Approval of Revised Contract Awarded to AVAAP U.S.A. LLC for Workday Enterprise Resource Planning Implementation Services, Contract No. 002057 (Agreement Value: not-to-exceed \$3,228,249.40, unchanged)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of Contract Award to Nabors, Giblin & Nickerson, P.A. for Disclosure Counsel Services, Contract No. 002094 (Agreement Value: \$591,000.00)

INTERNAL AUDIT

11. Acceptance of Internal Audit Reports:
 - a. Fiscal 2024 Procurement and Contract Billing Audit
 - b. Fiscal 2024 State Toll Discount Program Compliance Review
 - c. Fiscal 2024 Payment Card Industry Assessment Summary
 - d. Fiscal 2024 Driver and Vehicle Information Database Data Security Assessment

LEGAL

12. Approval of Roadway Use Agreement (Central Florida Expressway Authority-Schofield Road) between the Central Florida Expressway Authority and Orange County, Florida, Project Nos.: 516-236, 516-237 and 516-238 Lake/Orange Expressway

MAINTENANCE

13. Approval of Supplemental Agreement No. 3 with Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 001821 (Agreement Value: not-to-exceed \$509,000.00)
14. Approval of Span Systems, Inc. as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Systemwide Facilities Maintenance Services, Contract No. 001910
15. Approval of Contract Award to Aero Groundtek, LLC for Landscape Maintenance Services for SR 408, SR 417, CFX's Headquarters and Magnolia Service Center, Contract No. 002089 (Agreement Value: \$6,696,557.87)
16. Approval of Contract Award to Rockhopper Services, Inc. for Systemwide Aquatic Vegetation Control Services, Contract No. 002093 (Agreement Value: \$419,100.00)

MARKETING

17. Approval of Partnership Agreement Between CFX and WFTV for FY 2024/25 Safety Campaign, Contract No. 002103 (Agreement Value: not-to-exceed \$183,450.00)

TECHNOLOGY/TOLL OPERATIONS

18. Approval of Purchase Order to Dasher Technologies for VMWARE Licenses (Agreement Value: not-to-exceed \$99,291.52)
19. Approval of Purchase Order to PC Solutions & Integrations, Inc. for Extreme Network Switches Annual Support and Maintenance (Agreement Value: not-to-exceed \$116,309.58)

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20. Approval of Purchase Order to SHI International Corp. for Microsoft Azure Cloud Solutions and Services (Agreement Value: \$780,000.00)

TRAFFIC OPERATIONS

21. Approval of Fourth Contract Renewal with AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215 (Agreement Value: \$2,250,000.00)
22. Approval of Supplemental Agreement No. 1 with Kapsch TrafficCom USA, Inc. for Maintenance of ITS Infrastructure, Contract No. 001689 (Agreement Value: not-to-exceed \$621,774.00)
23. Approval of Supplemental Agreement No. 2 with DRMP, Inc. for Design Consultant Services for Wrong Way Driving Countermeasures – Phase D, Project No. 599-526D, Contract No. 001972 (Agreement Value: not-to-exceed \$102,291.36)
24. Approval of Contract Award to D3Energy, LLC for Three Mainline Photovoltaic Deployment Design/Build Services, Project No. 599-407, Contract No. 002063 (Agreement Value: \$2,470,230.00)
25. Approval of Purchase Order with Carbyne, Inc. and a Three Party Agreement between Carbyne, Inc., Florida Highway Patrol (FHP) and CFX for Software Licensing for Florida Highway Patrol Desk Trooper Program, Project No. 599-573 (Agreement Value: \$895,524.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from: March 17, 2024 through April 7, 2024
1. 534-240: Design Consultant Services for SR 534/SR 417 Ramp Realignment – Segment 1A
 2. 599-526D: Wrong Way Driving Countermeasures – Phase D – Construction

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

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
1. 408-174: SR 408 Widening Kirkman Road to Church Street - Design
 2. 408-428: CFX Headquarters Building Lighting Retrofitting
 3. 414-781: SR 414 Concrete Coatings
 4. 417-833: SR 417 Widening Landscape Installation, Econlockhatchee Trail to Seminole County Line
 5. 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road – CEI Services
 6. 528-769: SR 528 Miscellaneous Resurfacings - Construction
 7. 528-778: SR 528 Bridge Improvements – Construction
 8. 599-426: Systemwide Generator Replacements - Construction
 9. 599-524: Layer 2 Switch Equipment
 10. 599-561: Data Collection Sensor Equipment
 11. 599-669: Systemwide AET Ramp Signing & Paving Markings – Construction
 12. 599-765: Systemwide Plaza Building Repairs and Roof Replacements – Construction
 13. 599-770: SR 417 & SR 408 Concrete Coatings – Construction
 14. 599-773: Systemwide Steel Bridge Coatings – Construction

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15. 599-774: Systemwide Butterfly Truss Coatings
16. 800-904: SR 551 Resurfacing - Construction
17. Construction Management Consultant
18. Landscape Maintenance Services: SR 414, SR 429, SR 451, SR 453 and SR 528
19. Mowing and Landscape Maintenance Services for Poinciana Parkway
20. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
21. Systemwide Landscape Design Services

CONSENT AGENDA ITEM #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: March 21, 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 (\$) April 2024	Total Amount (\$) to Date*	Time Increase or Decrease
417-149	Sacyr Construccion, SA, Inc.	SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.	\$ 77,876,338.00	\$ 1,186,934.69	\$ 459,198.57	\$ 79,522,471.26	0
417-150	Sacyr Construccion, SA, Inc.	SR 417 Widening from Narcoossee Rd to SR 528	\$ 92,279,567.00	\$ 660,251.61	\$ 374,592.54	\$ 93,314,411.15	0
417-151	Ranger Construction Industries, Inc.	SR 417 Widening from Boggy Creek Road to Narcoossee Road	\$ 61,810,653.72	\$ 965,532.26	\$ 23,375.26	\$ 62,799,561.24	0
429-154	The Middlesex Corporation	SR 429 Widening from Tilden Road to Florida's Turnpike	\$ 97,659,429.92	\$ 1,411,878.99	\$ 168,869.42	\$ 99,240,178.33	0
599-416A/B	Cathcart Construction Company Florida, LLC	McCoy Road Facility Improvements - Water Line and Sewer Line	\$ 651,254.45	\$ -	\$ (38,262.15)	\$ 612,992.30	0

TOTAL \$ 987,773.64

* 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 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.
Sacyr Construccion SA, Inc.
SA 417-149-0424-07

Fuel Price Index Adjustments

The Contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period of January 2022 - February 2024. During this period of time \$25,433,609.26 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Price Index Adjustments: January 2022 to February 2024	\$	194,425.65
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Bituminous Adjustments

The Contract contains provisions for asphalt price index adjustments. Adjustments were made only if the current month asphalt price is greater or less than 5% of the bid/base asphalt price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period of June 2022 - February 2024.

ADD THE FOLLOWING ITEMS:

Bituminous Price Index Adjustments: June 2022 to February 2024	\$	264,772.92
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TOTAL AMOUNT FOR PROJECT 417-149

<u>\$ 459,198.57</u>

Project 417-150: SR 417 Widening from Narcoossee Rd to SR 528
Sacyr Construccion, SA, Inc.
SA 417-150-0424-03

Changes for Lighting Assessment

Add the necessary pay items required to complete upgrades and repairs identified during the Lighting Assessment performed on the project.

ADD THE FOLLOWING ITEMS:

Replace Existing Pole Cable Distribution System, Ground Mount	\$	141,231.10
Replace Existing Pole Cable Distribution System, Wall Mount	\$	6,330.42
Install Ground Rod Assembly	\$	69,959.33
Strain Relief Fittings	\$	3,209.98
Duct Sealant	\$	9,600.03

SUBTOTAL THIS CHANGE: \$ 230,330.86

Plan Revision #4

The following pay item changes are consistent with Plan Revision #4.

INCREASE THE FOLLOWING ITEMS:

Conduit F&I Open Trench	\$	3,070.94
Light Pole Complete F&I Standard Pole Standard Foundation 40' Mounting Height	\$	9,060.00
	\$	12,130.94

DECREASE THE FOLLOWING ITEMS:

Conduit F&I Directional Bore	\$	(1,710.00)
Lighting Conductors Insulated No 4 to No 2	\$	(179,889.93)
Light Pole Complete F&I Standard Pole Standard Foundation 30' Mounting Height	\$	(28,500.00)
	\$	(210,099.93)

ADD THE FOLLOWING ITEMS:

Light Pole Complete Special Design F&I Pole Top Mount Aluminum 15'	\$	9,414.23
Light Pole Complete Special Design F&I Double Arm Pole Top Mount Aluminum 15'	\$	22,480.26
	\$	31,894.49

SUBTOTAL THIS CHANGE: \$ (166,074.50)

Fuel Price Index Adjustment

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the period of September 2022 - January 2024. During this period of time \$22,414,220.66 of construction was performed/produced.

ADD THE FOLLOWING ITEM

Fuel Price Index Adjustments: September 2022 to January 2024	\$	107,154.43
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Bituminous Price Index Adjustment

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month asphalt price is greater or less than 5% of the bid/base price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the project for the period of September 2022 - January 2024.

ADD THE FOLLOWING ITEM

Bituminous Price Index Adjustments: September 2022 to January 2024	\$	203,181.75
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TOTAL AMOUNT FOR PROJECT 417-150 **\$ 374,592.54**

Project 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee Road
Ranger Construction Industries, Inc.
SA 417-151-0424-07

Narcoossee Rd. Temporary Signal

Coordination with the City of Orlando necessitated a temporary traffic signal at the Narcoossee Road Interchange.

ADD THE FOLLOWING ITEMS:

Narcoossee Rd. Temporary Signal	\$	23,375.26
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<u>TOTAL AMOUNT FOR PROJECT 417-151</u>	\$	<u>23,375.26</u>
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Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike
The Middlesex Corporation
SA 429-154-0424-04

SR 408 Asphalt Repair

Repair a section of roadway pavement on westbound SR 408 near Mile Marker 3.70 by milling and resurfacing approximately 125 linear feet of the center and outside mainline lanes, as well as the outside shoulder pavement.

ADD THE FOLLOWING ITEM:

SR 408 Asphalt Repair	\$	112,229.09
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Overhead Sign Structure Temporary Electrical Service

Add temporary electrical service to maintain power to existing overhead sign structure OT-11 to allow communication devices to function during all phases of construction.

ADD THE FOLLOWING ITEM:

Overhead Sign Temporary Electrical Service	\$	28,487.76
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Removal of Bridge Mounted Conduit

Remove existing bridge mounted ITS conduit at SR 429 over Stoneybrook West Parkway (North).

ADD THE FOLLOWING ITEM:

Removal of Bridge Mounted Conduit	\$	28,152.57
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Total Amount For Project 429-154

	\$	<u>168,869.42</u>
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Project 599-416AB: McCoy Road Facility Improvements - Water Line and Sewer Line
Cathcart Construction Company-Florida, LLC
SA 599-416AB-0424-01

Plan Revisions 01 and 02

Add a 4" water line for a fire suppression system.

ADD THE FOLLOWING ITEMS:

Utility Pipe- Poly Vinyl Chloride, Furnish & Install, Water, 4"	\$	6,654.33
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INCREASE THE FOLLOWING ITEMS:

Utility Pipe- Poly Vinyl Chloride, Furnish & Install, Water, 8"	\$	258.52
Utility Fixture, Valve Assembly, Furnish And Install, 12"	\$	2,500.00
	\$	<u>2,758.52</u>

SUBTOTAL THIS CHANGE:	\$	9,412.85
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Plan Revision 03

Plan Revision 3 revised the designed scheduled 8" water line to a 12" water line to meet OUC requirements.

ADD THE FOLLOWING ITEMS:

Utility Pipe- Ductile Iron, Furnish And Install, Water, 12"	\$	5,477.12
Utility Fittings For PVC Pipe, Furnish And Install, Tee, 12x8"	\$	585.00
Utility Fittings, Ductile Iron, Furnish & Install, Cap/Plug, 12"	\$	215.00
	\$	<u>6,277.12</u>

DECREASE THE FOLLOWING ITEMS:

Utility Pipe- Ductile Iron, Furnish & Install, Water, 8"	\$	(5,477.12)
Utility Fittings, Ductile Iron, Furnish & Install Tee, 8"	\$	(585.00)
Utility Fittings, Ductile Iron, Furnish & Install, Cap/Plug, 8"	\$	(215.00)
Utility Fixture, Valve Assembly, Furnish And Install, 8"	\$	(2,500.00)
	\$	<u>(8,777.12)</u>

SUBTOTAL THIS CHANGE	\$	(2,500.00)
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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:

Portable Changeable Message Sign, Temporary, Contingency	\$	(175.00)
Allowance For Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	(40,000.00)

SUBTOTAL THIS CHANGE	\$	(45,175.00)
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TOTAL AMOUNT FOR PROJECT 599-416AB	\$	<u>(38,262.15)</u>
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**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: March 21, 2024

SUBJECT: Approval of Payment to Sacyr Construccion, SA, Inc. and Dura-Stress, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528 Project No. 417-150

Board approval is requested to issue payments to Sacyr Construccion, SA Inc. in the amount of \$162,529.00 and to Dura-Stress, Inc. in the amount of \$581.58 for material price index adjustments for the SR 417 Widening from Narcoossee Road to SR 528 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: Rebar and Prestressing Strand.

Reviewed By:  _____



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, 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.



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

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

DocuSigned by:

Tim Lattner

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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

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024

SUBJECT: Approval of First Contract Renewal with WSP USA Environment & Infrastructure, Inc. for Materials Inspection, Sampling and Testing Services Contract No. 001800

Board approval is requested for the first renewal of the referenced contract with WSP USA Environment & Infrastructure, Inc. in the amount of \$0.00 for one year beginning on July 14, 2024 and ending July 13, 2025. The original contract was for three years with two one-year renewals.


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

Original Contract	\$1,000,000.00
First Renewal	\$ <u>0.00</u>
Total	\$1,000,000.00

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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001800**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”) is made and entered into this 11th day of April 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and WSP USA Environment & Infrastructure, Inc., hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties.”

WITNESSETH

WHEREAS, on June 10, 2021, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”), with a Notice to Proceed date of July 14, 2021, whereby CFX retained the Contractor to perform materials inspection, sampling and testing 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 first renewal of said Original Agreement, which renewal shall begin on July 14, 2024 and end on July 13, 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 \$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.

**WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC.**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By:_____

By:_____

Aneth Williams, Director of Procurement

Print Name:_____

Title:_____

ATTEST:_____ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ____ day of _____, 2024 for its
exclusive use and reliance.

By:_____

Print Name:_____

By:_____

Angela Wallace, General Counsel

By:_____

Print Name:_____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001800**

THIS COOPERATIVE PURCHASE AGREEMENT (“Agreement”) is made this 10th day of June 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 32827 (“CFX”) and **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, whose address is 6256 Greenland Road, Jacksonville, FL 32258 who is registered and authorized to conduct business in the State of Florida (“CONTRACTOR”).

WITNESSETH:

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

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

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

WHEREAS, on or about February 16, 2018, the CONTRACTOR entered into an agreement with Florida Department of Transportation (“FDOT”) to provide the same services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and FDOT was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included Bid Solicitation 18906 Major Project and the receipt of sealed bids from other contractors; and

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

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

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

1. RECITALS

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

2. ADOPTION OF TERMS IN THE FDOT CONTRACT

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

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

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

2.3 In Exhibit "B of" the Contract, the total amount "\$7,500,000.00 – Budgetary Ceiling" is hereby replaced with "\$1,000,000.00 – Budgetary Ceiling".

2.4 Article 5 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.

3. SERVICES TO BE PROVIDED. On a Work Order basis, the CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX.

4. WORK ORDER PROCESS

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

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

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

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

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

6. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in Section 3 of the FDOT Contract.

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

**WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: Mark C. Diblin
Authorized Signature

By: Aneth Williams
Aneth Williams, Director of Procurement

Digitally signed by Aneth Williams
Date: 2021.07.14 17:07:29 -04'00'

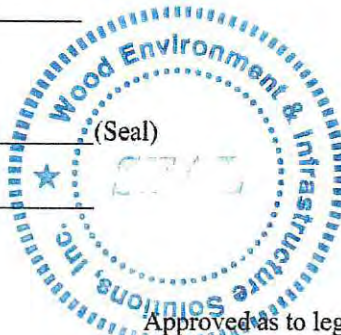
Print Name: Mark C. Diblin, P.G.

Date: _____

Title: FL Operations Office Mgr.,
Vice President

Attest: _____

Date: 7/1/2021



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

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

Digitally signed by Woody
Rodriguez
Date: 2021.07.14 13:36:59
-04'00'

Date: _____

Exhibits

1. FDOT Contract
2. Name Change



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



090204

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20180135367-66
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 03/26/2018 1:45 PM
	Entity Number C8316-1994

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Amec Foster Wheeler Environment & Infrastructure, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

Article 1: The name of the corporation is "Wood Environment & Infrastructure Solutions, Inc."

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100%

4. Effective date and time of filing: (optional) Date: April 16, 2018 Time: 12:01:00 AM PST
 (must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
 Revised: 1-5-15

*Florida Department of Transportation*

DATE: February 22, 2018

TO: AMEC Foster Wheeler Environment & Infrastructure, Inc.
Project Manager: Steve Duke
FDOT Financial Services

FROM: Procurement Office – Professional Services

SUBJECT: Transmittal of Consultant Agreement

Contract Number: C9X94
Agreement: Standard Professional Services Agreement

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

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

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

DBE commitments must be submitted in the Department's Equal Opportunity Compliance (EOC) System located at the following website:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

Failure to timely input DBE commitment information into the Equal Opportunity Compliance System may adversely impact the DBE commitment letter grade for your consultant firm as well as the District DBE utilization numbers, and will cause your firm to appear as delinquent on the Equal Opportunity Compliance Report. Note: For TWO contracts, DBE commitments can only be entered into the EOC after the prime invoice has been paid in CITS.

Execution Date: 2/16/2018

Service Ending Date: 2/15/2023

**Term End Date (i.e. Ending Date in CFM):
2/15/2023**

STANDARD PROFESSIONAL SERVICES AGREEMENTContract No.: C9X94

FDOT Financial ID No.(s) _____

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S. SB2500/1914
(required for contracts in excess of \$5 million)

F.A.P. No. _____

THIS AGREEMENT, made and entered into on 2/16/2018 | 8:40 AM EST, by and between the
(This date to be entered by DOT only)
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and AMEC Foster Wheeler Environment & Infrastructure, Inc.
(FEID No. F911641772) of 6256 Greenland Road, Jacksonville FL, 32258

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

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated September, 2016 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

None

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

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
Materials Inspection, Sampling and Testing
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 6256 Greenland Road, Jacksonville FL, 32258.

2. TERM

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.
- ☒ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Project Manager and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$7,500,000.00
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

STANDARD PROFESSIONAL SERVICES AGREEMENT**3. INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$500,000.00.

4. SUBCONTRACTS

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

AREHNA Engineering Inc.; CDM Smith Inc.; CSI Geo, Inc.; Protective Coating Solutions, Inc.

5. COMPENSATION

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

6. MISCELLANEOUS

A. Reference in this Agreement to Director will mean the Chief Engineer.

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-5 : Exhibit "A", Scope of Services

Page B-1 through Page B-5 : Exhibit "B", Method of Compensation

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

AMEC Foster Wheeler Environment & Infrastructure, Inc.

Name of Consultant

DocuSigned by:

BY:

Michael Holm

Authorized Signature

Michael J. Holm

(Print/Type)

Title: office Manager

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:

BY:

Courtney Drummond

52B9EE5B3ABE421...

Courtney Drummond, P.E.

(Print/Type)

Title: Chief Engineer

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:

Aneisha Whitfield

C65419DCE154426
Professional Services Unit

LEGAL REVIEW

DocuSigned by:

Sonya Daws

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General Counsel Office

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS

September, 2016

1. SERVICES AND PERFORMANCE

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

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

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

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

2. TERM:

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

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

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

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

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

3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Consultant for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Consultant may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Consultant for lodging/hotel expenses in excess of \$150.00 per day.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORYFOUR.

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

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

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

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

5. COMPLIANCE WITH LAWS:

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

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COPrcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- K. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

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

- (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. For Contracts \$1,000,000 and greater, if the Department determines the Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTORS

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

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

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

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

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions

which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- G. The Department may grant the Consultant's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

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

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

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall

be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- (1) withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from

discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - (1) employ or retain, or agree to employ or retain, any firm or person, or
 - (2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

- P. The Consultant hereby certifies that it has not:
 - (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 - (2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 - (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida

Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Materials Inspection, Sampling, and Testing Scope of Services

A. Objective:

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

B. Services:

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

1. The inspection of structural steel and miscellaneous metal products. This shall include all investigations, recommendations, observations of fabrication or work in progress, sampling and testing together with the proper recording and reporting which are necessary to ensure that the work is fabricated of accepted materials by approved processes, completed through shipment where required in accordance with the requirements of the Contract Documents and applicable FDOT Specifications.
2. Coatings inspections and analysis of metalizing, galvanizing, powder coating, and wet painting or other applicable methods.
3. Precast Concrete, Prestressed Concrete, and Cementitious Materials: Performs independent assurance (IA), evaluations for qualifications (concrete field and concrete strength) to the active FDOT technicians assigned as described in department procedures and the Federal Aid Policy Guide. Document report findings.

Participate with the FDOT Districts when required/planned in the inspections, troubleshooting, and problems solving of the identified problems in the production of cementitious materials and precast/prestressed concrete products at the plants and/or project sites. Provide technical recommendations.

Review of the following documents: quality control plans, construction plans, specifications, procedures, and other appropriate documents as required.

Provide materials related technical support to district and central office in the area of concrete precast pipe and drainage structures. Provided technical support to the District Material Office during the review of the producer's quality control plans.

Materials Inspection, Sampling, and Testing Scope of Services

Perform field inspection of the pipe and precast drainage structure plants during the initial and routine annual plant qualification reviews.

4. The Consultant shall furnish the Department with records and reports covering the various work inspected, sampled and tested. Such records shall be submitted in PDF format to the Project Manager.
5. Provide engineering expertise to FDOT or the Engineer of Record in helping to solve project related problems related to engineering, design, structural, welding or other problems that may arise during fabrication.
6. When shipped to the job site, major components and all Bills of Lading for inspected and accepted material shall bear marks which will identify the Consultant and the inspector.

C. Qualifications

1. Demonstrate knowledge, experience, and abilities of AWS D1.1 Structural Welding Code Steel
2. Demonstrate knowledge, experience, and abilities of AWS D1.5 Bridge Welding Code.
3. Demonstrate knowledge, experience, and abilities of AWS D 1.2 Structural Welding Code Aluminum
4. All in-shop and field welding inspectors providing services to the Department at a minimum will be AWS CWI certified. Other certifications may be required but not limited to the following, depending on assignment:
 - i. ASNT MT Level II
 - ii. ASNT PT Level II
 - iii. ASNT UT Level II
 - iv. ASNT RT Level II
 - v. ASNT VT Level II
 - vi. AWS Certified Radiographic Interpreter
 - vii. SSPC BCI Level I with a minimum of 2 years documented shop work experience.
 - viii. SSPC BCI level II
 - ix. NACE Level, I, II, or III
5. Precast Concrete, Prestressed Concrete, and Cementitious Materials
 - i. Minimum two year experience in precast/prestressed operations
 - ii. CTQP Concrete Field Technician – Level I
 - iii. CTQP Concrete Laboratory - Level I
 - iv. Precast/Prestressed Concrete Institute (PCI) Quality Control Personnel Certification - Level II
6. Demonstrate knowledge, experience, and abilities of the following:

Materials Inspection, Sampling, and Testing Scope of Services

- i. Florida Department of Transportation Materials Manual
 - ii. Florida Methods, 5-581 Performing Rotational Capacity Test – Long Bolts in Tension Calibrator, 5-582 Rotational Capacity Test Bolts to Short to Fit into Tension Calibrator, 5-583 Direct Tension Indicator Device Performance
 - iii. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, applicable issues
 - iv. Florida Department of Transportation Design Standards
 - v. Other Methods, Standards, Codes, and Manuals as required by work assignments.
7. The Consultant(s) will supply a list of inspectors containing at a minimum all inspectors' names, locations, and certifications held by each inspector to the Project Manager. The Project Manager will be notified of any changes prior to the beginning of any work. The list will be kept current.

D. Authorization of Services

The Department will request Consultant services on an as needed basis by a Task Work Order (TWO) for Professional Services. Services to be provided by the Consultant under this Agreement will be initiated and completed as directed by the Project Manager. Individual projects will be completed by the completion date indicated on the TWO. There is no guarantee that any or all of the services described in this scope will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

The TWO will specify the work to be done and the authorized funds. No work shall be commenced by the Consultant until a TWO is executed.

All invoicing will be submitted in the Department's CITS program; invoice substantiating documents will be scanned and submitted via e-mail to the Project Manager. After inspection services are completed for each TWO the consultant will furnish the Department a Final Status Summary Report. The Department will execute a Termination Agreement between the Consultant and Department for that TWO.

E. Responsibilities of the Department

The Department shall provide a Project Manager who shall be responsible for all coordination with the Consultant pertaining to all contractual matters, invoicing and reporting. The Department may also designate a manager for each Task Work Order who shall be responsible for working with the Consultant Project Manager to define the specific work to be performed and the schedule for completion of each task, the Consultant staffing to be provided, and the cost. The Department Project Manager

Materials Inspection, Sampling, and Testing Scope of Services

shall 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.

F. Responsibilities of the Consultant

The Consultant shall provide and maintain an up-to-date list of staff with agreed-to classifications and approved salaries (subject to the contract Exhibit "B") that would be available to be assigned to specific Task Work Orders. No consultant staff, except those specifically identified in a Task Work Order or those specifically agreed to by the Department Project Manager, shall charge time to that particular Task Work Order.

Consultant must request approval from the Department's Project Manager 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. Consultant shall submit a copy of the resume and payroll register before new staff can be added.

G. Personnel Qualifications

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 training established by the Department as a prerequisite for consultant staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the Department on this contract, and shall only be recoverable thru overhead for the Consultant firm.

H. Subconsultant Services

Services assigned to any subconsultants must be approved in writing and in advance by the Department Project Manager, Procurement Office, and the Consultant Project Manager in accordance with this Agreement. All subconsultants must be technically qualified by the Department to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific Task Work Order assignments. Any subconsultant to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the Department Project Manager, Procurement Office and the Consultant Project Manager and documented in the contract file prior to any work being performed by the subconsultant.

I. Consultant Not Employee or Agent

Materials Inspection, Sampling, and Testing Scope of Services

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

J. Ownership of Works and Inventions


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

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024

SUBJECT: Approval of Second Contract Renewal with John Brown & Sons, Inc. for
Miscellaneous Clearing and Grubbing Work
Contract No. 001897

Board approval is requested for the second renewal of the referenced contract with John Brown & Sons, Inc. in the amount of \$0.00 for one year beginning on June 21, 2024 and ending June 20, 2025. The original contract was for one year with two one-year renewals.

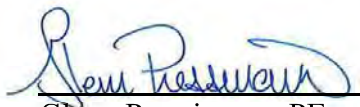
The work to be performed includes ongoing support for construction projects.

Original Contract	\$ 250,000.00
First Renewal	\$ 100,000.00
Second Renewal	\$ 0.00
Total	\$ 350,000.00

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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001897**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”) is made and entered into this 11th day of April 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and John Brown and Sons, Inc., hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties.”

WITNESSETH

WHEREAS, on March 10, 2022, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”), with a Notice to Proceed date of June 21, 2022, whereby CFX retained the Contractor to perform miscellaneous clearing and grubbing work.

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 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 with the compensation schedule of the Original Agreement in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the 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.

JOHN BROWN & SONS, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By:_____

By:_____
Aneth Williams, Director of Procurement

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ____ day of _____, 2024 for its
exclusive use and reliance.

By:_____

Print Name:_____

By:_____
Jo O Thacker, Interim General Counsel

By:_____

Print Name:_____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001897**

TBJS CONTRACT RENEWAL NO. 1 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 John Brown and Sons, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on March 10, 2022, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of June 21, 2022, whereby CFX retained the Contractor to perform miscellaneous clearing and grubbing work.

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, 2023 and end on June 20, 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 compensation schedule of the Original Agreement in an amount up to \$100,000.00 ("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.

JOHN BROWN AND SONS, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: Adam Brown

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2023.04.25 12:53:46 -04'00'
Aneth Williams, Director of Procurement

Print Name: Adam Brown

Title: Owner/Operator

ATTEST: _____ (SEAL)

Secretary or Notary



If Individual, furnish two witnesses:


By: _____
Print Name: _____

By: _____
Print Name: _____

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: 2023.04.25 12:07:11 -04'00'
Diego "Woody" Rodriguez, General Counsel

CONTRACT



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

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

AND

JOHN BROWN AND SONS, INC.

CONTRACT NO. 001897

CONTRACT DATE: MARCH 10, 2022

CONTRACT AMOUNT: \$250,000.00

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

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

WITNESSETH:

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

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

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

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

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

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County (Exhibit "A" as revised and supplemented by the terms and conditions as detailed below;

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

1. SERVICES TO BE PROVIDED

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

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from CFX. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial one-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

3. COMPENSATION FOR SERVICES

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

4. CONTRACTOR INSURANCE

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

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

4.1 **Comprehensive General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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

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

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

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

5. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

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

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

5.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

6. INDEMNITY

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

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

7. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

8. PUBLIC RECORDS

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

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

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

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

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

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

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

9. PRESS RELEASES

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

10. PERMITS, LICENSES, ETC.

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

11. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

12. NONDISCRIMINATION

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

13. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR’s Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

14. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

14.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

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

- (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and
- (ii) shall require the subcontractor to comply with all laws as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
- (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and
- (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

15. DISPUTES

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

16. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property.

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

18. OTHER SEVERABILITY

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

19. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

20. RELATIONSHIPS

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

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

21. INTERPRETATION

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

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

24. INSPECTOR GENERAL

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

25. ASSIGNMENT

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

26. E-VERIFY

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2022.06.20 14:24:19 -04'00'
Aneth Williams, Director of Procurement

JOHN BROWN AND SONS, INC.
By: Adam Brown
Signature

Print Name: Adam Brown
Owner / Operator
Title

ATTEST: _____ (Seal)



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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly
Date: 2022.06.20 14:17:47 -04'00'
Diego "Woody" Rodriguez, General Counsel

Date: _____



EXHIBIT "A"

December 21, 2021

Form L

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

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

TERM CONTRACT #18003D & 18003D-1

Dear Vencor:

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

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

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

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

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

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

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

Sincerely,

Kathleen M. Scarlett
Director

c: Countywide
File

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

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

STEP 1

STEP 2

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

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

NO RESPONSES

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

STEP 1

STEP 2

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

Item #26 - Tub Grinder

STEP 1

STEP 2

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

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

STEP 1

STEP 2

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



Purchasing Department

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

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



November 21, 2017

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

Form L

Dear Mr. Pudvar:

TERM CONTRACT #18003 & 18003-1

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

[X] SOLICITATION #18-003/CC

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

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

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

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

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

Sincerely,

Kathleen M. Scarlett
Director

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



Purchasing Department

50 South Military Trail, Suite 110
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County Administrator

Verdenia C. Baker

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Affirmative Action Employer"



printed on recycled paper

Form L

November 21, 2017

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

Dear Mr. Cleary:

TERM CONTRACT #18003 & 18003-1

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

[X] SOLICITATION #18-003/CC

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

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

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

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

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

Sincerely,

Kathleen M. Scarlett
Director

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



Purchasing Department

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

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Mack Bernard

County Administrator

Verdenia C. Baker

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November 21, 2017

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

Form L

Dear Mr. Eastman:

TERM CONTRACT #18003 & 18003-1

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

[X] SOLICITATION #18-003/CC

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

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

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

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

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

Sincerely,

Kathleen M. Scarlett
Director

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



Purchasing Department

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

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



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County Administrator

Verdenia C. Baker

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Form L

November 21, 2017

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

Dear Mr. Casey:

TERM CONTRACT #18003 & 18003-1

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

[X] SOLICITATION #18-003/CC

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

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

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

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

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

Sincerely,

Kathleen M. Scarlett
Director


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

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 24, 2024

SUBJECT: Approval of Contract Award to Southland Construction, Inc. for
SR 528 Turkey Creek Tropical Storm Ian Erosion
Project No. 528-181, Contract No. 002095

An Invitation to Bid for the above referenced project was advertised on February 18, 2024. Three (3) responses were received by the March 19, 2024 deadline.

Bid results were as follows:


<u>Bidder</u>	<u>Bid Amount</u>
1. Southland Construction, Inc.	\$2,626,262.62
2. Granite Construction	\$2,636,787.77
3. Masci General Contractor, Inc.	\$4,091,570.42

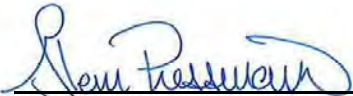
The engineer's estimate for this project is \$1,706,266.87.

The work to be performed includes all labor, materials, equipment and incidentals necessary to repair erosion caused by Tropical Storm Ian on SR 528.

Board award of the contract to Southland Construction, Inc. in the amount of \$2,626,262.62 is requested.

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

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

CONTRACT



AND

SOUTHLAND CONSTRUCTION, INC.

**SR 528 TURKEY CREEK
TROPICAL STORM IAN EROSION**

PROJECT NO. 528-181, CONTRACT NO. 002095

**CONTRACT DATE: APRIL 11, 2024
CONTRACT AMOUNT: \$2,626,262.62**

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

Contract No. 002095

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SR 528 TURKEY CREEK TROPICAL STORM IAN EROSION

**PROJECT NO. 528-181
CONTRACT NO. 002095**

APRIL 2024

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Plans		

CONTRACT

This Contract No. 002095 (the “Contract”), made this 11th day of April 2024, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and SOUTHLAND CONSTRUCTION, INC., of 172 West 4th Street, Apopka, FL 32703, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 528-181, Contract No. 002095, SR 528 Turkey Creek Tropical Storm Ian Erosion, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 220 calendar days. The Contract Amount is \$2,626,262.62. This Contract was awarded by the Governing Board of CFX at its meeting on April 11, 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 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: _____

SOUTHLAND CONSTRUCTION, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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 Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "IX" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation: 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 than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit 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 Coving 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 as “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:

$A_i = F_i (P_i - .95 P_b)$ during a period of decreasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$ during a period of increasing prices.

A_i = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

F_i = Total gallons calculated as being used during the month.

P_i = Average price for fuel prevailing during month "i."

P_b = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = $[\text{CAPI} - 0.95(\text{BAPI})]$ when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = $[\text{CAPI} - 1.05(\text{BAPI})]$ when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of

gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd² per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

- 7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

- 7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General

Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is

designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

- 7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

- 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

- (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used

on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBB COE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly

related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

- 7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50	None
50 to 100	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.
- 7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast

drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term “in the vicinity of the Project” will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due.

CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

- A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the

Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are

from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

- (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) “Women”.

- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
 - (b)
 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular

dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or 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 60 days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD


Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024


SUBJECT: Approval of Supplemental Agreement No. 5 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. 5 with Scalar Consulting Group, Inc. for a not-to-exceed amount of \$64,339.06 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes design services associated with additions to 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
Supplemental Agreement No. 5	\$ 64,339.06
Total	\$2,485,798.17

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 528 Widening from Goldenrod Road to Narcoossee Road

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 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, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated June 8, 2023, and as amended or supplemented by that certain

Supplemental Agreement No. 4 between CFX and CONSULTANT dated March 14, 2024

(collectively, “Agreement”) (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 15, 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 \$64,339.06 to \$1,653,323.67.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items remains unchanged at \$832,474.50.
 - d. The Allowance remains unchanged at \$0.00.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$64,339.06 to \$2,485,798.17.

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"



MEMORANDUM

Date: February 16, 2024

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. 5

Comments:

I have reviewed the fee sheet and scope of services submitted by Scalar provided on February 15, 2024 for the SR 528 Widening from Goldenrod Road to Narcoossee Road (CFX Project No. 528-168). This requested Supplemental Agreement No. 5 is to provide professional services for construction documents for the widening of SR 528 including additional barrier wall design, utility relocation/coordination efforts, and quantity calculations.

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

\$ 64,339.06	in Labor Cost
\$ 0.00	in Direct Cost
<u>\$ 0.00</u>	<u>in Subconsultant Cost</u>
\$ 64,339.06	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 \$64,339.06.

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

CC:

Keith Jackson, PE Dewberry
File



Scalar Consulting Group Inc.
2301 Maitland Center Parkway, Suite 200
Maitland, FL 32751
Tel: 407.440.3512

February 15, 2024

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. 01742
CFX Project No. 528-168
Supplemental Agreement #5

Dear Mr. Edwards:

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

1. Analyze and design the barrier wall replacement along McCoy Road
2. Prepare quantities and Engineer's Estimate for the Pre-Bid Submittal Phase (roadway and lighting)
3. Attend Progress Meetings with CFX
4. Coordinate RAI with SFWMD and Dewberry
5. Analyze and design 2 storm events

Supplemental services are required to accommodate the request for the additional scope of work. The attached scope and fee estimate detail the task, effort, and fee for the supplemental services. The fee for the supplemental services is \$ 64,339.06; see attached detailed staff hour and fee breakdown.

Please do not hesitate to contact me should you have any questions or comments (407.440.3512).

Best Regards,

A handwritten signature in blue ink, appearing to read "R. Rocktoff", is written over a faint, larger version of the same signature.

Rick Rocktoff, P.E.
Project Manager

EXHIBIT “A”

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #5 **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:

4.11 Roadway Design

- The CONSULTANT shall prepare the following design for the roadway improvements, including, but not limited to:
 - Utility coordination and labeling
 - Prepare Quantities
 - Prepare Engineers Estimates
 - Barrier wall replacement analysis and detail development

4.13 Drainage Design

- CFX directed the CONSULTANT to respond to SFWMD permit Request for Information (RAI), and to analyze and design two additional storm events.

4.14 Roadway Lighting

- The CONSULTANT shall prepare the following design for the lighting improvements, including, but not limited to:
 - Quantities
 - Engineer’s Estimate

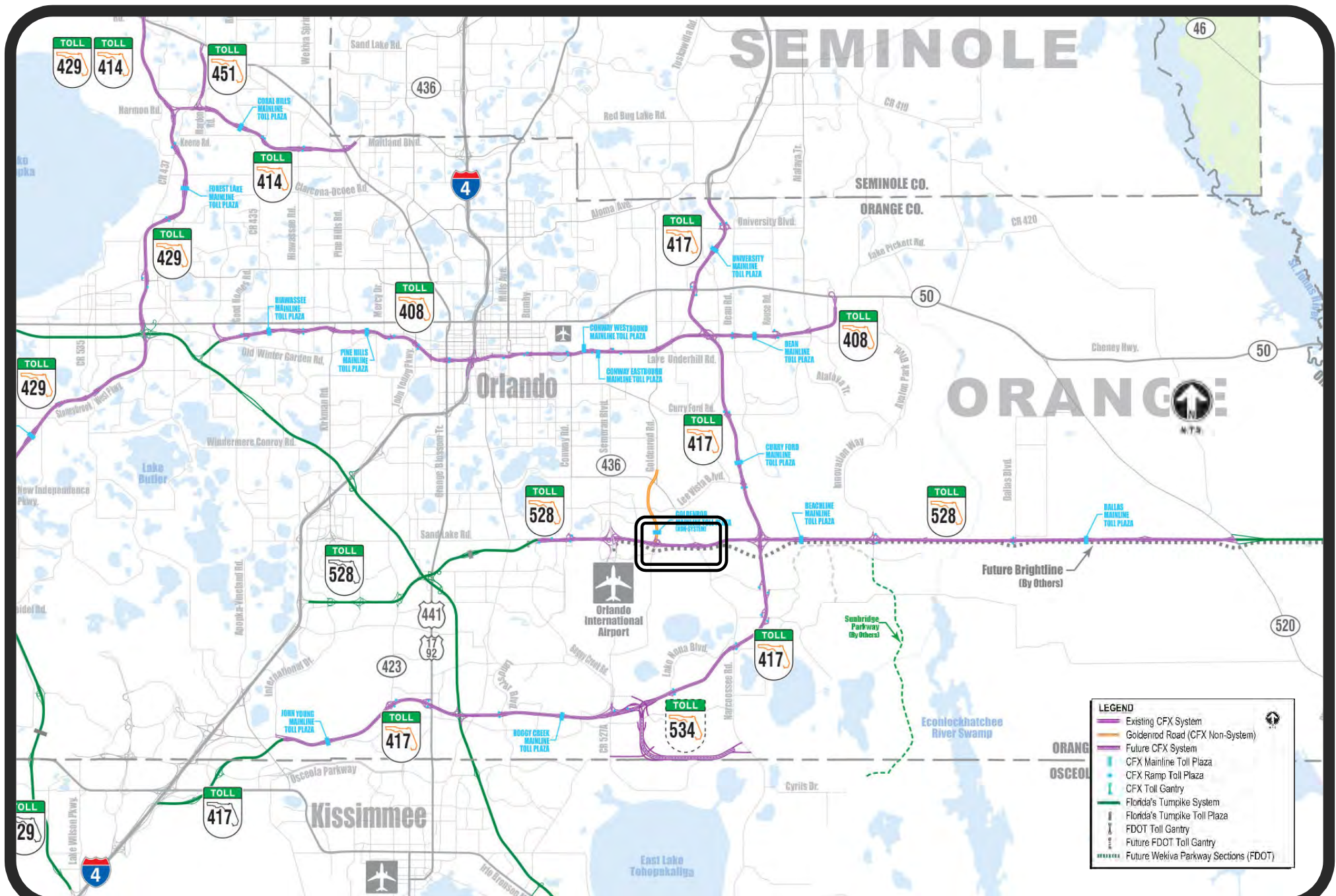
7.1 Central Florida Expressway Authority

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)	\$ 64,339.06



Project Location Map for
SR 528 Widening from Goldenrod Road to Narcoossee Road (528-168)

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 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 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: Aneth Williams

Title: Director of Procurement

SCALAR CONSULTING GROUP INC.

By: Aniruddha S Gotmare Digitally signed by Aniruddha S Gotmare
Date: 2024.03.17 06:51:57 -04'00'

Print Name: AniruddhaGotmare, P.E.

Title: CEO/President

Approved as to form and execution for Central Florida

Expressway Authority's exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace
Date: 2024.03.18 16:11:56 -04'00'

Print Name: Angela J. Wallace

Title: General Counsel

EXHIBIT "A"

**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
<u>\$ 19,651.18</u>	<u>in Subconsultant Cost</u>
\$ 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,

A handwritten signature in blue ink, appearing to read "Truong A. Trinh".

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

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

**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
<u>\$ 18,847.99</u>	<u>in Subconsultant Cost</u>
\$ 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,

A handwritten signature in blue ink, appearing to read "Truong A. Trinh", is written over a light blue circular background.

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 Design

- 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

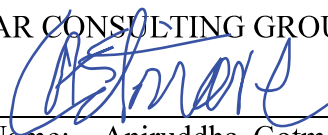
been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

**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
<u>\$ 25,776.04</u>	<u>in Subconsultant Cost</u>
\$ 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



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,

A handwritten signature in blue ink, appearing to read "Truong A. Trinh".

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 Design

- The Consultant shall update the ramps design including horizontal and vertical

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

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

4.13 Drainage Design

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

4.14 Roadway Lighting

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

4.16 Signing and Pavement Marking Plans

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

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 8th day of August, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of SCALAR CONSULTING GROUP INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated October 18, 2021 (“Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 8, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$116,644.38 to \$1,356,855.35.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$72,821.04 to \$768,199.29 as follows:

•Echo	\$29,942.39
•Collier Engineering	\$26,868.37
•Antillian	\$16,010.28
 - d. The Allowance is adjusted downward by \$189,465.42 to \$9,945.36.
 - e. The Total Maximum Limiting Amount remains unchanged at \$2,135,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

amendments thereto, the provisions of this Supplemental Agreement, to the extent
such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be
executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2022.08.08 11:47:00 -04'00'
Aneth Williams, Director of Procurement

SCALAR CONSULTING GROUP INC.

By: **Aniruddha S Gotmare** Digitally signed by Aniruddha S Gotmare
DN: CN=Aniruddha S Gotmare,
OU=801410D00000173C06ED0000296B3,
C=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



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
<u>\$ 72,821.04</u>	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,

A handwritten signature in blue ink, appearing to read "Truong A. Trinh".

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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**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 codified in Chapter 348, Part II of 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 to as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

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

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION
STATEMENT

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

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

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

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

26.0. NOTICE

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

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

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

To CONSULTANT: 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.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

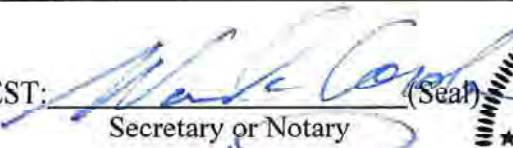
BY: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.10.18 08:29:05 -04'00'
Director of Procurement

Print Name: Aniruddha Gotmare, P.E.

Print Name: _____

Title: President

Effective Date: _____

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

Laura N. Kelly, Associate Digitally signed by Laura N. Kelly,
Associate General Counsel
Date: 2021.10.15 14:16:41 -04'00'
General Counsel

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			
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) Crest	506 290 to 540 (AASHTO)	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	Rural 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	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (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
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 24, 2024

SUBJECT: Approval of Contract Award to Transystems Corporation d/b/a
Transystems Corporation Consultants for Design Consultant Services for
SR 528 Dallas Boulevard Interchange
Project No. 528-307, Contract No. 002047


The Board approved on October 12, 2023, the final ranking and authorization to negotiate with firms for Design Consultant Services for SR 528 Dallas Boulevard Interchange.


The work to be performed consists of the realignment and reconstruction of SR 528 from east of the Econlockhatchee River to west of the Dallas Mainline Plaza, along with expanding the Interchange at Dallas Boulevard.

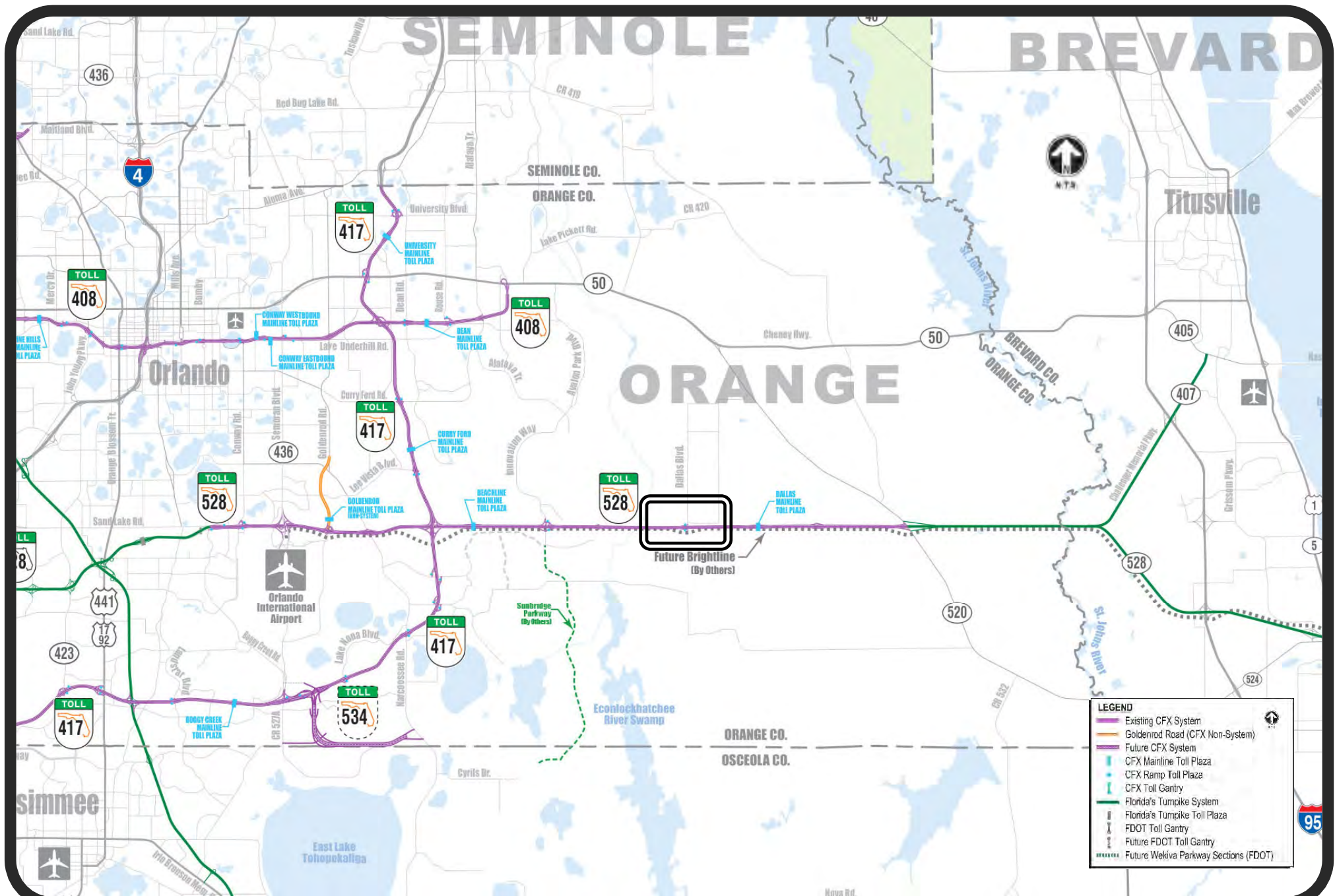
Board award of the contract to Transystems Corporation d/b/a Transystems Corporation Consultants is requested in the not-to-exceed amount of \$5,000,000.00.

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

Reviewed by:


Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE



Project Location Map for
SR 528 and Dallas Blvd. Interchange Improvements (528-307)

AGREEMENT



AND

**TRANSYSTEMS CORPORATION D/B/A
TRANSYSTEMS CORPORATION CONSULTANTS**

**DESIGN CONSULTANT SERVICES FOR
SR 528 DALLAS BOULEVARD INTERCHANGE**

PROJECT NO. 528-307, CONTRACT NO. 002047

**CONTRACT DATE: APRIL 11, 2024
CONTRACT AMOUNT: \$5,000,000.00**

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

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

FOR

**DESIGN CONSULTANT SERVICES FOR
SR 528 DALLAS BOULEVARD INTERCHANGE**

PROJECT NO. 528-307, CONTRACT NO. 002047

APRIL 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 11th day of April 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 TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS, hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 200 East Robinson Street, Suite 600, 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 Dallas Boulevard Interchange identified as Project No. 528-307 and Contract No. 002047.

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:

Avant Engineering Group, LLC	Class I
CDM Smith, Inc.	Class I
Colliers Engineering & Design, Inc.	Class I and Class II
Florida Bridge and Transportation, Inc.	Class I
Geotechnical and Environmental Consultants, Inc.	Class II
Inwood Consulting Engineers, Inc.	Class I
Scalar Consulting Group Inc.	Class I
WBQ Design & Engineering, Inc.	Class I and Class II

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,000,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 200 East Robinson Street, Suite 600, 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, 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, and hold harmless CFX, and its officers, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, or employees during the performance of the Agreement.

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

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

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

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

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

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any

way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

CONSULTANT (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 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: TranSystems Corporation
dba TranSystems Corporation Consultants
200 East Robinson Street, Suite 600
Orlando, FL 32801
Attn: Gail Woods, PE

TranSystems Corporation
dba TranSystems Corporation Consultants
200 East Robinson Street, Suite 600
Orlando, FL 32801
Attn: Bo Sanchez, PE, 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 [Note: Attach if applicable]
Exhibit "F", Project Schedule [Note: Attach if applicable]
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 528-307

Contract No. 002047

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 April 11, 2024.

**TRANSYSTEMS CORPORATION DBA
TRANSYSTEMS CORPORATION CONSULTANTS**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: Aneth Williams

Title: _____

ATTEST: _____(Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Print Name: _____

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 528 and Dallas Blvd. Interchange Improvements

PROJECT NO. 528-307

IN ORANGE COUNTY, FLORIDA

February 9, 2024

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. 528 interchange with Dallas Blvd.

Specifically, the project will consist of the realignment and reconstruction of S.R. 528 from east of the Econlockhatchee River to west of the Dallas Mainline Plaza as a six-lane limited access highway centered on a 50-foot median, reconstruction of the existing half-diamond interchange with a full-diamond, and reconstruction of Dallas Blvd with roundabouts at the interchange ramps.

The project will also include a new bridge(s) over Dallas Blvd and the tapers and transitions required to tie to the existing four-lane roadway centered on a 40-foot median.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with Orange County and Farmland Reserve will be required.

1.3 Purpose

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

otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX Design Guidelines, CFX Signing and Pavement Marking Details, CFX Signal Design Details, CFX Lighting Design Details, and CFX ITS Design Details shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2023 edition, and updates, thereafter, shall be used for this project.
 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Right-of-Way

- A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.
- B. Two (2) ft. from back of sidewalk on frontage roads.
- C. Drainage and construction easements as required.
- D. Limited access right-of-way limits per FDM 211.15.
- E. Right of way limits for ramps is based upon limit of construction plus ten (10) feet.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

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

Final design and preparation of construction drawings / specifications for the proposed S.R. 528 Dallas Blvd Interchange. Specifically, the project will consist of the realignment and reconstruction of S.R. 528 from east of the Econlockhatchee River to west of the Dallas Mainline Plaza as a six-lane limited access highway centered on a 50-foot median, reconstruction of the existing half-diamond interchange with a full-diamond, and reconstruction of Dallas Blvd with roundabouts at the interchange ramps.

The project will also include a new bridge(s) over Dallas Blvd and the tapers and transitions required to tie into the existing four-lane roadway centered on a 40-foot median.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with Orange County and Farmland Reserve will be required.

4.2 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, 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.

4.4 Surveys and Mapping

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

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

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

- B. Alignment

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

- C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.

2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000-foot intervals, along all alignments, using stable points. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way will be required; see Section 4.19.

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

N. CFX ITS Infrastructure

CFX will locate the ITS Infrastructure one time at the beginning of design during the survey phase if applicable. Once the ITS Infrastructure lines are flagged, the Consultant shall survey the located ITS Infrastructure 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 ITS Infrastructure is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

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

Access to CFX's GIS ITS Infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs

required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for any local roadways impacted by the project. Pavement designs for S.R. 528 and the ramps will be prepared by CFX.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.7 Governmental Agency and Public Meetings

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

4.8 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches, and reports required for permits except as described above.
 - 5. Provide all drainage calculations, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.9 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility

adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.10 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 528 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.
- B. The Consultant shall design the following as part of the Preliminary Design Report and submitted for review and approval:
 1. Preliminary layout for SPUI interchange with an 8-lane mainline typical section to determine the bridge length.
 2. Preliminary layout for dual lane roundabout
 3. Preliminary layout for a mini roundabout at Dallas Blvd. and Starry Street
- C. The Consultant shall design the geometrics for this project using the design standards included in the *Central Florida Expressway Authority Design Guidelines*, latest edition.

4.11 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, span configuration and foundation pile type.

- B. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.12 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 - 1. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements.
 - 2. Finalize the pond design at the 30% submittal for those ponds that will require acquisition of new right-of-way if applicable.
 - 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. Identify in the Preliminary Design Report any existing drainage concerns along the corridor and potential fixes or modifications.

4.13 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include roadway and ramp fixtures, overhead sign lighting, underdeck lighting, and Dallas Blvd within the limits of the interchange. The work shall include coordination with the local utility to provide electrical service.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. Plan sheet scale shall be at 1"=50' scale.

4.14 Traffic Engineering

- A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.15 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).

4.16 Signalization Plans (N/A)

4.17 Right-of-Way Documents (N/A)

4.18 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The

estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.19 Special Provisions and Specifications

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

4.20 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System 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 Designer shall utilize the latest CFX ITS Design 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. Intelligent Transportation System plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's ITS Infrastructure
 - 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, structure, and foundation details for proposed

CFX device sites.

- n. Power interconnect, voltage drop calculations to support conductor size and transformer size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified. A maximum electrical conductor size of #2 AWG wire shall be used at a maximum service voltage of 480V. The designer shall design the electrical system around a Single-Phase system. All CFX load centers shall be located within CFX R/W.
- o. Design Methodology Report shall include voltage drop calculation to determine wire size and to accurately reflect a voltage drop through a transformer, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit. Additionally, the Design Methodology Report shall include short circuit current analysis, selective utility coordination, and arc flash hazard assessment for each new or modified service.
- p. Grounding
- q. Tabulation of Quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing ITS Infrastructure through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed ITS infrastructure to be included and shown with roadway cross sections and drainage cross sections
- u. 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. ITS Load Centers shall be located within CFX R/W.

- v. 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.
- w. 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 impacted with proposed construction.
- x. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, roadway under the flyovers, etc.) of the new roadway.
- y. Installation of data collection sensor (DCS) sites 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), to support the Travel Time System.
- z. Installation of dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). Quantity of DMS sites to be determined with input from CFX and their representative.
- aa. Installation of traffic monitoring sites (TMS) sites for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes the any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.
- 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. Install new Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Designer for use within their plans. Install new WWDS at the following off-ramps:
 - o Eastbound Off Ramp
 - o Westbound Off Ramp
- dd. Installation 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:

- N/A

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 or Drone 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 ITS system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX 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
 - k. The Designer shall provide maintenance access to all ITS infrastructure (conduits, pull boxes, 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, toll plazas, 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 and fiber allocation charts 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 ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.
4. Temporary conduit, fiber, pull boxes and devices shall be proposed within the MOC plans to maintain the continuous operation of the existing ITS device and network.

4.21 Tolling Gantries

- A. New All-Electronic Tolling (AET) gantry locations at the eastbound exit and westbound entrance ramps to/from Dallas Blvd.

4.22 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This

work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings. Record drawings shall be prepared in accordance with the CFX Design Guidelines.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization, and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

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

5.3 Other

- A. Utility designates for the CFX FON and roadway lighting within CFX right-of-way.
- B. SR 528 and ramp pavement design.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition (N/A)

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

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

6.6 Environmental Permits

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

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide proposed sound wall locations, if applicable.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

7.2 CFX's Project Manager will:

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

7.3 Consultant

- A. The Consultant is responsible for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

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

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

7.4 Project Control

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

7.5 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected, and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached, and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.
- C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

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

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue

through the project development process

- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)
 2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)
 5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).
 6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)
 9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)
 10. Bid Set (1 set signed and sealed plans, 1 set “clean” plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)
- C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.
- D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.
- E. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- F. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans and right-of-way mapping, with all plan phase submittals.
- G. The Consultant shall submit files pertaining to the design survey.
1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.
 2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.
 3. Reports showing field check cross sections compared to point cloud and TIN.
 4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior

to submitting the signed and sealed final Surveyors Report.


7.14 Plan Phase Submittals

- A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

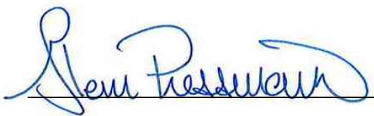
DATE: March 27, 2024

SUBJECT: Approval of Agreement with Atlantic Ecological Services for Gopher Tortoise Relocation for SR 516

Board approval to enter into an agreement with Atlantic Ecological Services for gopher tortoise relocation in an amount not-to-exceed \$810,000.00 is requested. This agreement is necessary to obtain the required Gopher Tortoise Relocation Permit through the Florida Fish and Wildlife Conservation Commission (FWC) in advance of construction activity commencing.

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

Reviewed by: 
Dana Chester, PE
Director of Engineering


Glenn Pressimone, PE

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

WWW.CFXWAY.COM 



201 Basque Road
St. Augustine, FL 32080
Tel. (904) 347-9133
Fax (904) 512-0459
www.atlanticeco.com

March 14, 2024

Mr. Jody Sisk
Atlantic Ecological Services
201 Basque Road
St. Augustine, FL 32080
Hereinafter referred to as **AES**

And

The Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Hereinafter referred to as **CLIENT**

And

Morgan Rector
Dewberry
800 North Magnolia Avenue, Suite 1000
Orlando, FL 32807
Hereinafter referred to as **CONSULTANT**

RE: Three Steps Forest Long-Term Gopher Tortoise Recipient Site Agreement
Central Florida Expressway SR516 Expansion – Lake & Orange Counties

We appreciate the opportunity to assist the **CONSULTANT** with the coordination of the Three Steps Forest long-term recipient site reservation for the above-mentioned project. The following are agreed to:

1. **Gopher Tortoise Recipient Site Permitting** – **CONSULTANT** will prepare and submit a Conservation Permit application to FWC; whereas, **AES** will provide the required recipient site documentation, density information, and other required exhibits for the **CONSULTANT**'s use to complete an application suitable for submission to the FWC. The **CONSULTANT** will provide a copy of the permit application, approved permit, and completion report to **AES**. The estimated number of tortoises to be relocated is 162 tortoises.
2. **Delivery to Recipient Site** – Prior to transport of tortoises, the **CONSULTANT** will provide **AES** with a copy of the relocation permit signed by the permittee with a minimum notice of 24-hours prior to commencement. Upon completion of the on-site excavation **AES** will pick up and deliver the gopher tortoises to the recipient site with a

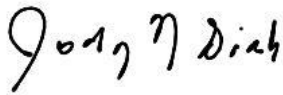
completion report showing the number of tortoises, markings, etc. that will be presented and approved by both **AES** and **CONSULTANT**.

Payment - At the execution of this agreement, it is the **CLIENT's** responsibility to request all necessary documentation from **AES**, such as, workman's compensation, COI, W-9, etc. prior to relocation. Withholding payment due to lack of any documentation will result in a Breach of Contract (see section 6). Unless stipulated in section 3 below, within **30 days** from **AES's** invoice date, the **CLIENT** will remit the balance of the acceptance fee of **\$5,000.00** per tortoise times the actual number of adult tortoises with a carapace of 130mm and greater (to include the category of sub-adult tortoise with a carapace of between 130mm and 219mm). Juvenile tortoises will be accepted at a rate of **\$2,500.00** per tortoise times the actual number of juvenile tortoises with a carapace of 129mm or less, if they are given to **AES** along with an adult tortoise at time of pick up. Gopher Tortoises maintaining a carapace length less than 60mm, gopher tortoise eggs, and commensal species will also be accepted by **AES** at no additional cost, if they are given to **AES** along with an adult tortoise at time of pick up. If no adult tortoise accompanies juvenile tortoises at time of pick up, the full **\$5,000.00** per tortoise fee shall apply to the juvenile tortoise(s). The **CLIENT** shall pay 100% for each gopher tortoise delivered within thirty (30) days of the delivery of invoice. If the actual number of gopher tortoises to be relocated from the Donor Site to the Recipient Site is less than the number of reserved tortoises, then the **CONSULTANT** shall promptly and diligently file the final after action report with FWC to release gopher tortoise capacity back to the Recipient Site. Upon **CONSULTANT's** receipt of notice from FWC that capacity is released back to the Recipient Site, **CONSULTANT** shall promptly notify **AES** of the same. **AES** will provide bi-weekly invoices for multi-week relocations, and will request payment within 30 days of invoice date for each invoice. All measurements will be taken and recorded by **AES** in a report that will be submitted along with the invoice to the **CLIENT and CONSULTANT**. The acceptance fee includes all recipient site costs including recipient site surveying, starter burrows, silt fencing/hay bailing, recurring maintenance and monitoring as required by current FWC guidelines. The agreed upon tortoise fees are valid for the duration of the permit for up to one (1) year from date of initial permit issuance.

3. **Additional Fees** – This contract does not include any additional tortoises greater than 162 or any additional fees. Notwithstanding anything contained herein to the contrary, in no event shall **CONSULTANT** or **CLIENT** be responsible for the payment of tortoises in excess of Eight Hundred Ten Thousand and No/100 Dollars (\$810,000.00).
4. **Permit Conditions/Extensions/Expirations** – **AES** reserves the right to grant or decline permit amendments and/or extensions. If there is a modification to an application or extension of the permit, there may be additional cost associated with having to comply with changes to FWC regulations implemented since the date of this agreement. At the expiration of the agreement and permit, if a permit extension is required, **AES** may reevaluate the fees and increase said fees to the limit of the current cost at the recipient site. As such, this Agreement supersedes all prior and contemporaneous agreements, representations and understandings by all parties.

5. **Breach of Contract** – If payments have not been conveyed to **AES** by the **CLIENT** within the stipulated timeframe for the received gopher tortoises, this will constitute a breach of Agreement. Therefore, **AES** reserves the right to refuse any additional tortoises until full payment has been made. In addition to, delinquent **CLIENTS** may also be denied future reservations due to lack of payment.

Agreed and Signed by the parties:



Atlantic Ecological Services
Jody N. Sisk
Senior Ecologist

Date: 3-14-2024

CLIENT

Authorized Signature

Date: _____


Printed Name, Title

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: April 2, 2024

SUBJECT: Approval of Revised Contract Awarded to AVAAP U.S.A. LLC for Workday Enterprise Resource Planning Implementation Services
Contract No. 002057

The Board awarded a contract to AVAAP USA, LLC for Workday Enterprise Resource Planning Implementation Services at the March 14, 2024 board meeting. After discussions between CFX and AVAAP USA, LLC it was determined that clarification of the liability coverage was necessary. Section 2. Term and Notice was revised and Section 8.9 specifying a performance and payment bond was added.

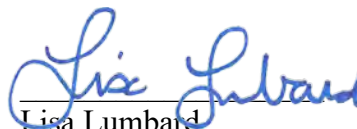
Board award of the revised contract to AVAAP U.S.A. LLC is requested in the not-to-exceed amount of \$3,228,249.40 (unchanged).

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

Reviewed by:



Michael Carlisle
Director of Accounting and Finance



Lisa Lumbard

CONTRACT

The logo for the Central Florida Expressway Authority. It features the words "CENTRAL", "FLORIDA", and "AUTHORITY" in a black, serif, all-caps font. The word "EXPRESSWAY" is in an orange, sans-serif, all-caps font. The text is centered between two horizontal orange bars.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

AVAAP U.S.A. LLC

**WORKDAY ENTERPRISE RESOURCE PLANNING
IMPLEMENTATION SERVICES**

CONTRACT NO. 002057

CONTRACT DATE: APRIL 11, 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,
PERFORMANCE AND PAYMENT BOND AND POTENTIAL CONFLICT
DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES W/ ADDENDUM TO SCOPE AND
CLARIFICATION, METHOD OF COMPENSATION, ADDENDA,
NEGOTIATED PRICE PROPOSAL, TECHNICAL PROPOSAL,
PERFORMANCE AND PAYMENT BOND AND POTENTIAL CONFLICT
DISCLOSURE FORM**

**WORKDAY ENTERPRISE RESOURCE PLANNING IMPLEMENTATION
SERVICES**

CONTRACT NO. 002057

APRIL 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 11th day of April 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, 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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might

be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

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

(a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;

(b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;

(c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

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

- (a) those relating to the safety of persons and property and their protection from damage, injury or loss;
- (b) all workplace laws, regulations, and posting requirements;
- (c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (d) compliance with the public records laws of Chapter 119, Florida Statutes.

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

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

10. INDEMNITY

10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers, 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
Exhibit “F”	Performance and Payment Bond

[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 April 11, 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

EXHIBIT “A” – SCOPE OF SERVICES

Exhibit “A”	Scope of Services w/	S-1 TO SS-9
	Attachment 1 - Workday Functional and System Requirements v3	1 - 34
	Addendum to Scope of Services	1 - 82
	Clarification to Addendum to Scope of Services	1-2

Workday Implementation Services RFP

I. Requested Services

In early 2023, CFX evaluated its current business process and capabilities performed in the current financial system, Eden, against leading practices. CFX identified requirements across CFX business processes in scope for a new ERP solution and evaluated ERP solutions through RFP NO. 001983. The following business processes and system capabilities were assessed:

Business Processes Assessed:	
Accounts Payable	General Ledger
Accounts Receivable	Grants Management
Budget	Human Resources
Cash and Bank Management	Procurement
Contract Management	Project Management and Accounting
Fixed Assets	

Workshops were held with key stakeholders to walk through solution agnostic business process flows, along with identification and documentation of any unique requirements at CFX that are needed in a new ERP solution. As a result of RFP NO. 001983, CFX selected Workday as providing the best value for meeting those requirements. This RFP has been developed in response to CFX's need for a Workday system implementation partner.

Some goals and expectations of a new solution are to:

- Provide improved security features
- Provide the ability to view historical financial data for better future forecasting
- Increase workflow functionality and automation
- Configure complex CFX business rules
- Create end-to-end visibility to key CFX processes such as budgeting and procurement
- Enhance audit trail functionalities
- Reduce/eliminate any paper approval processes
- Automate approval processes and expand information available for approvers
- Support ease of financial and management reporting
- Increase information access for financial decision making
- Significantly improve speed for reporting accurate financial information

CFX requests a Workday Implementation Services Partner who can implement the cloud based holistic Financial Management and Procurement Enterprise Resource Planning (ERP) system, along with identified optional modules at CFX's discretion. The Proposer shall provide staff, tools and templates, methods and frameworks, mentoring and training, and other capabilities to deliver the services required to make sure the implementation of the Workday Solution is successful. Throughout the project the Proposer will be required to perform and lead all stages of the project lifecycle including but not limited to, Discovery/Planning, Architect & Configure, Test, Deploy/Go-Live and Post Go Live support.

a. Project Staffing:

The Proposer must establish and maintain an organizational structure and staff to optimize the Project organization based on the critical dimensions of the Project - process, people, technology, and project management - for a successful implementation. CFX requires that the Proposer present a team of dedicated, well-qualified staff with substantial experience in the public sector, Workday expertise, and proven skills in the proposed role from previous projects of similar size, scope, and complexity. In addition, Proposer's staff should have certifications relevant to their proposed project areas/modules and be trained on the proposed project methodology. The Proposer is expected to identify and commit dedicated Key Project Staff supporting the

proposed timeline (e.g., Executive Sponsor, Project Manager, Functional Leads by functional area, Technical Leads by technical area, and Organizational Change Management Leads). The Proposer shall provide a Project Manager/Engagement Manager with an active Project Management Professional (PMP®) certification. The Project Manager must have successfully managed an implementation of a Workday Solution for a public sector entity.

b. Project Management:

The Proposer shall provide overall project management support for the activities, deliverables, and work products identified in the Contract, including the day-to-day management and administrative support of its staff and activities to successfully achieve the Solution goals. The Proposer's Project Management approach shall have a foundation in established methodologies and standards, such as those found in the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK®) and IT Infrastructure Library (ITIL®). The Proposer shall provide highly qualified PMO staff to manage the work planning effort, maintain the Project schedule, proactively manage all aspects of Project performance, and be actively engaged in the Project's day-to-day operations. In addition, the Proposer shall apply methods and tools such as, but not limited to, forecasting, metrics, analyses, modeling, and scorecards/dashboards to measure and assess performance efficiency, progress, productivity, and quality. The Proposer shall be responsible for developing and managing a comprehensive, fully resource loaded Project Schedule in Microsoft Project that details the Proposer's implementation approach and includes tasks to be performed by CFX and Proposer staff. The Proposer shall be responsible for Project status reporting. The CFX requires weekly status reports to be provided to reflect the major activities for the reporting period. As part of the Proposer's approach to status reporting, the CFX requires weekly participation in status meetings with the CFX Project Team.

c. Requirements Management

The Proposer is responsible for managing all Requirements in all Phases and stages of the Project, including confirmation, design, configuration, testing, and validating that they are ultimately met during implementation. The Proposer must utilize sound methodologies and employ sufficient tools, including an RTM, to appropriately identify, approve, document, trace, test, and implement requirements throughout the requirements management process. The Proposer shall deliver a Requirements Management Plan that describes the processes and tools used to facilitate the analysis, progressive elaboration, documentation, and control of Business Requirements throughout the Project.

The responsibilities for all Project activities are to be delineated between the Proposer, Workday, and the CFX team. In order to develop CFX's capacity to support itself once the Project has been completed; the Proposer shall actively engage all identified functional and technical support staff throughout the Project. The requested services are included in the roles and responsibility tables below and include the following:

II. Roles and Responsibilities for Implementation

Proposer shall be responsible for each phase of the project lifecycle, while taking into consideration the activities, outputs, and roles and responsibilities CFX expects below.

"Responsible Party" means the party primarily responsible for providing or delivering the deliverable, including coordinating with, and obtaining contributions from the Secondary Responsible Party.

"Secondary Responsible Party" means the party responsible for providing contributions and/or assistance as may be required to enable Responsible Party to complete the deliverable (e.g., input, information, time, information, expertise, data), but is not primarily responsible for delivering the deliverable.

"S.I." means Systems Implementation Partner

1. Discovery/Planning Stage

Activity	Output	Responsible Party	Secondary Responsible Party
Project Start Up	Initiation of the Project, including: <ul style="list-style-type: none"> Completion of Customer onboarding and orientation Documentation of Customer information and coordination Set up of Project Collaboration site Review of Project scope 	S.I. Engagement Manager	Customer Project Manager
Customer Workday Deployment Preparation	Complete the deployment preparation tasks as outlined.	Support by S.I. EM, S.I. Workstream Lead for Core HCM, Core Compensation, Finance Lead, Integrations, and Data Conversion	Customer Project Manager and Workstream Leads
Vendor Engagement	Advise all impacted system integration vendors of the following: <ul style="list-style-type: none"> Project timeline Gather vendor contact information Communicate the need for detailed integration design sessions 	Customer Project Manager	Customer Leads
Customer Training	Complete Workday training before engaging in design workshops.	Customer Project Manager	Customer Change Lead
Project Planning Initiation	Conduct meetings designed to initiate Project orientation for Customer on approach, tools, and controls.	S.I. Engagement Manager	Customer Project Manager
Project Plan	S.I. shall provide the Project Plan template and draft to match the current Project scope and timeline. The Customer Project Manager shall add Project-specific tasks to complete the Project Plan.	S.I. Engagement Manager	Customer Project Manager
Reporting Strategy	Draft strategy and framework for how the Project shall approach reporting deliverables.	S.I. Reporting team	Customer Reporting Lead
Integration Strategy	Customer shall provide the strategy and framework for how integrations shall be built on the Project. S.I. shall provide a template.	S.I. Engagement Manager	Customer Project Manager
Data Conversion Strategy	Customer shall provide the strategy and framework for how Customer shall convert the Professional Services from the legacy system(s) into the Service. S.I. shall provide a template.	S.I. Engagement Manager	Customer Project Manager
Tenant and Instance Management Plan	S.I. shall provide the plan that details how Customer shall utilize the allowed Tenants and/or Instances over the course of the Project.	S.I. Engagement Manager	Customer Project Manager
Foundation Data Model ("FDM") Workshops and Analysis	Schedule and attend series of FDM workshop sessions to analyze and transform Customer's current "legacy" foundation data model. Make recommendations to define future foundation data model.	S.I. Engagement Manager	Customer Project Manager and Customer Leads

Activity	Output	Responsible Party	Secondary Responsible Party
FDM Configuration Data Gathering	Gather FDM configuration data to be loaded into the Workday Tenant prior to the beginning of the design sessions.	Customer Project Manager and Customer Leads	S.I. Engagement Manager
Foundation Tenant Build	The Tenant build includes data analysis, collection, and configuration activities to prepare Customer's' deployment Tenant for the Architect & Configure Stage.	S.I. Functional and Technical Consultants	Customer Leads
Customer Change Management	Customer shall complete documented end user Training and Change Management Strategy.	S.I. Change Management Lead	Customer Project Manager
Plan Stage Sign-Off	Customer shall sign-off on completion of Plan Stage.	Customer Project Manager	S.I. Engagement Manager

2. Architect & Configure Stage

The Architect & Configure Stage of a Workday deployment enables Customer and S.I. Project team members to come to a collective understanding of global and/or enterprise-wide business requirements and associated configuration requirements and business process definitions. Following Project Kickoff, the S.I. consultant(s) shall work with Customer to create a detailed inventory of business processes, configuration requirements, and integration requirements that are applicable across the enterprise. S.I. shall finalize the Project Plan and assign S.I. resources based on the decisions made during the Architect & Configure Workshops and any follow up design sessions. During this Stage, the parties shall use the design workshops to drive the business decisions necessary to successfully deploy the Service.

During the Architect & Configure Stage, the parties shall complete the configuration of the Service based on the design decisions and requirements, and advance integration, data conversion, and reporting development. Customer shall confirm configurations and complete unit testing. Customer shall prepare for testing activities, and the End-to-End Tenant is built to support the Test Stage.

Activity	Output	Responsible Party	Secondary Responsible Party
Environment Set-up	Set up and configure applicable Workday environments including lower environments, training and production	Workday	S.I. Functional and Technical Consultants
Architect & Configure Workshops	Design and configuration decisions determined through a series of workshops to determine: <ul style="list-style-type: none"> • Customer's requirements • Functional Configurations • Business Process Definitions • Integrations • Reporting • Data Conversion 	S.I. Functional and Technical Consultants	Customer Leads
Architect & Configure Documents	Completed S.I.-provided deployment workbooks for configurations, data conversions, design decisions, and business requirements.	S.I. Functional and Technical Consultants	Customer Leads

Activity	Output	Responsible Party	Secondary Responsible Party
	Review of Customer-completed deployment workbooks.	S.I. Functional and Technical Consultants	Customer Leads
Test Strategy	Strategy that describes how the Project shall approach the testing activities, including roles, responsibilities, timeline, and coordination.	S.I. Test Lead	Customer Test Manager
Finalized Project Plan	Updated Project Plan that details the Project tasks, resources, and timeline.	S.I. Engagement Manager	Customer Leads
Finalized Project Charter	Finalized Charter that outlines the Project scope, team structure, roles, and responsibilities, guiding principles, and governance.	Customer Project Manager	S.I. Engagement Manager
Finalized Reporting Strategy	Finalized strategy and framework for how the Project shall approach reporting deliverables.	S.I. Reporting Team	Customer Reporting Lead
Finalized Integration Strategy	Finalized strategy and framework for how the Project shall approach integration deliverables.	S.I. Engagement Manager	Customer Leads
Finalized Data Conversion Strategy	Finalized strategy and framework for how Customer shall convert the data from the legacy system(s) into the Service.	S.I. Engagement Manager	Customer Leads
Finalized Tenant and Instance Management Strategy	Finalized Project Plan that details how the parties shall utilize the allowed Tenants and Instances over the course of the Project.	S.I. Engagement Manager	Customer Project Manager
Change Strategy and Timeline	Document summarizing the recommended change actions and specifically outlining the approach, sequence, methods, and timeline for delivering change across each of Customer's entities, as part of operational readiness cross-Stage work stream.	S.I. Change Lead	Customer Project Manager
End User Training Approach	Document summarizing the initial approach for the type of training to be developed and deployed for the Project.	S.I. Change Lead	Customer Change Manager
Customer Confirmation Sessions	Completion of a series of sessions to confirm the Architect & Configure Design utilizing the Configuration Tenant and/or Instances.	S.I. Change Lead	S.I. Functional Leads
Configuration Unit Test	Completion of unit testing of configurations.	S.I. Technical Lead	Customer Leads
Workday-built Reports Build and Unit Test	Based on scope identified as to be completed by Workday, reports required for Go-live are developed and unit tested.	S.I. Technical Lead	S.I. Technical Consultant(s)
Customer-built Reports Build and Unit Test	Based on scope identified as to be completed by Customer, reports required for Go-live are developed and unit tested.	S.I. Technical Lead	Customer Functional and Technical Consultants
Workday- assigned Integrations Build and Unit Test	Based on scope identified as to be completed by Workday, Configured Integrations required for go-live are developed and unit tested.	S.I. Technical Lead	S.I. Technical Consultant(s)
Customer- assigned Integrations Build	Based on scope identified as to be completed by Customer, Developed Integrations required for Go- live are developed and unit tested.	S.I Integration Lead	Customer Functional and

Activity	Output	Responsible Party	Secondary Responsible Party
and Unit Test			Technical Consultants
Test Stage Preparation	Customer-created testing plans and test scenario documents to support the Test Stage testing cycles, including identified roles and responsibilities and process for managing issues.	S.I. Test Lead	Customer Test Manager
End User Training Plan	Document that defines training audiences, content, delivery mechanisms, and delivery timeline for all audiences throughout the Project lifecycle.	S.I. Training Lead	Customer Change Manager
End to End Tenant Build	Extract Customer's data from its legacy system(s) and map the values to transform the data into prescribed format. Cleanse and validate the data and provide to the S.I. team to load.	Customer Leads	S.I. Functional and Technical Consultants
	Configured Tenant to capture output of Architect & Configure Stage. Build to support end-to-end testing focused on validating configurations, business processes, integrations, data conversion, and reporting to validate Production-like processing. Load the Professional Services Data into the Workday Tenant.	S.I. Functional and Technical Consultants	Customer Leads
Production Preparedness Stage-specific Deep Dive Sessions	The S.I. Production Preparedness Consultant will conduct deep-dive sessions sharing leading practices, customer examples, tools, templates, and open discussion related to the design of the Production support team, governance model and support process activities within the work plan for the given Stage.	S.I. Production Preparedness Consultant	Customer Production Preparedness Lead(s)
Architect & Configure Stage Sign-Off	Customer sign-off on completion of Architect & Configure Stage.	Customer Project Manager	S.I. Engagement Manager

3. Test Stage.

The Test Stage consists of separate activities: (1) end-to-end testing, (2) parallel testing, and (3) Production Dress Rehearsal ("PDR"). Each test has a distinct set of conditions and purpose.

Activity	Output	Responsible Party	Secondary Responsible Party
End-to-End Testing	Completed Customer-conducted testing of the Service, including configurations, business processes, data conversions, integrations, and reports to demonstrate how the Service shall function in Production. S.I. shall provide standard test scenarios and Customer shall modify the scenarios to Customer's requirements. S.I. shall provide reasonable guidance to support testing.	S.I. Test Lead	Customer Test Advisory Support
Parallel Tenant Build	Extract data from legacy Customer system and map the values to transform the data into prescribed format. Cleanse and validate the data and provide it to the S.I. team to load.	S.I. Functional and Technical Consultants	Customer Leads
	Configured parallel Tenant to support payroll parallel testing if Workday Service Payroll is in scope.	S.I. Functional and Technical Consultants	Customer Leads

Activity	Output	Responsible Party	Secondary Responsible Party
Production Dress Rehearsal	Completion of up to 3 Production Dress Rehearsal labs (1) End User Readiness, (2) Governance and Engagement (3) Support and Operations. Customer will define lab scenarios using S.I. provided sample scenarios. S.I. shall provide reasonable guidance to perform the labs.	S.I. Engagement Manager	Customer Project Manager
Cutover Plan	Documented plan of the cutover from legacy Customer applications to the Service, including overall planning, Production support, and detailed checklist. S.I. shall provide a template.	S.I. Engagement Manager	Customer Project Manager
End User Training Materials	Customer-developed end-user training aids tailored to Customer's specific Service architecture and business processes.	S.I. Functional and Technical Consultants	Customer Leads
Test Stage Sign-Off	Customer sign-off on completion of Test Stage.	Customer Project Manager	S.I. Engagement Manager

4. Deploy/Go Live Stage

Upon completion of test deliverables, the Project is ready to move to Production. This Stage includes the completion of final training for Customer's end users, transaction entry into the legacy system(s) is stopped, Customer provides a final set of data extracts, the S.I. team completes the final Tenant/Instance build, the parties jointly complete the Go-Live Checklist, and the Customer Project Manager validates the information in the Go-Live Checklist and confirms the Project is ready to move to Production.

Activity	Output	Responsible Party	Secondary Responsible Party
End User Training	Execution of the training strategy defined in the Architect & Configure Stage. Appropriate policies and procedures updated as needed.	S.I. Change Lead	S.I. Functional and Technical Consultants
End User Communication Plan	Final content for communication developed and delivered per Customer's communication plan. This is part of the Operational Readiness Cross-Stage Work Stream.	Customer Change Manager	S.I. Change Lead
Gold/ Pre-Production Tenant Build	Extract data from Customer's legacy system and map the values to transform the data into prescribed format. Cleanse and validate the data and provide it to the S.I. team to load. Review and approve all data converted into Gold/pre-Production Tenant. Perform any manual configuration changes.	Customer Leads	S.I. Functional and Technical Consultants
	Final configuration and full data conversion load(s) completed.	S.I. Functional and Technical Consultants	Customer Leads
Go-live	Customer approved and signed off go- live activities, as detailed in the Go-Live Checklist. Customer Tenant in Production.	Customer Project Manager	S.I. Engagement Manager
Hypercare	Commencement of Workday post- Production support, which begins once the Service has been moved into Production. For a period of approximately two to six (2-6) weeks following Customer's move to Production or through the first month-end close, S.I. provided part-time Consulting and Engagement Management support to answer questions and make sure Customer is able to use the Service. The S.I. shall provide support for end users during deployment and stabilization period. These services shall include development and maintenance of User Support Procedures for providing support that includes all activities, procedures, and steps necessary to allow the CFX team members to perform required functional activities.	S.I. Functional and Technical Leads	

Activity	Output	Responsible Party	Secondary Responsible Party
Deploy Stage Sign-Off	Customer sign-off on completion of Deploy Stage.	Customer Project Manager	S.I. Engagement Manager

5. Post Go Live Stage

Upon go-live the Proposer will provide at least the following post-implementation support Services:

- Monitoring production activities and assessing system performance including specific recommendations to improve processes and performance;
- Monitoring of success criteria identified in the business process documentation and anticipated results for process areas and individual processes (e.g., key performance indicators);
- Development and implementation of a method for communicating post-implementation system defects including status and resolution;
- Development and implementation of a method and maintenance of environment(s) for testing of updates to the systems of the Solution.

Activity	Output	Responsible Party	Secondary Responsible Party
Post-Production Support	Commencement of Workday post- Production support, which begins once the Service has been moved into Production. For a period of approximately two to six (2-6) weeks following Customer's move to Production or through the first month-end close, S.I. provided part-time Consulting and Engagement Management support to answer questions and make sure Customer is able to use the Service.	S.I. Functional and Technical Leads	Customer Project Manager
System Oversight	<ul style="list-style-type: none"> • Leadership • Program Management • Status Reporting • Governance • Capacity Management • Financials Management • Vendor Management • Compliance 	Customer Support Lead	Customer Support Team
Ongoing Workday Support	<ul style="list-style-type: none"> • Configuration (BPs, Orgs, Data, etc.) • Security and Audit • Reporting and Analytics • Mass Data Requests • Tenant Management • Complex 'How To' • Defect Fixes 	Workday System Functional Analyst	Customer Support Team
Change Management	<ul style="list-style-type: none"> • Training Material • (FAQs, Job Aids, Training Material) • Communications • Adoption Campaigns • Simple 'How To' 	Customer Change Support	Workday Engagement Lead

III. Optional Services: Business Transformation

Proposer will have demonstrated experience in leading industry practices for financial, procurement, and human resource business transformation. As a component of the design and build of the Workday solution, CFX is interested in building in time and services to evaluate and perform business transformation for any identified business processes. CFX requests Proposers include applicable services according to their methodologies and experience to support these goals.

IV. Implementation Considerations

CFX acknowledges that the Proposer will have its own methodology for implementation. CFX requests a phased approach to allow for the execution of the Project in smaller, more manageable pieces, minimizing risk and realizing benefits sooner. The objective is to implement core financial functionality in the first phase, allowing CFX to retire their current financial system.

V. CFX Requirements and Workday Software

CFX identified requirements across current business processes in scope for a new ERP solution and evaluated ERP solutions through RFP NO. 001983. As a result of this, CFX selected Workday as providing the best value for meeting those requirements. The full list of requirements can be found in Attachment 1 to the Scope of Services. Attachment 1 to the Scope of Services consists of CFX's functional requirements paired with the corresponding Workday modules, as identified by Workday. The SI should note any disagreement with the requirement and module pairings listed. CFX will not be pursuing the "Learning" or "Adaptive Planning" Modules at this time therefore implementation within those modules is not within scope for SI for this contract.

A review of those requirements conducted with Workday resulted in identifying the following Workday modules for implementation:

Initial Workday modules for Implementation	2 nd Phase Workday Modules
<ul style="list-style-type: none">— Core Financials— Financial Planning— Procurement— Expenses— Projects / Projects Billing— Core HCM— Payroll— Cloud Connect for Benefits— Time Tracking	<ul style="list-style-type: none">— Recruiting— Strategic Sourcing

The Workday implementation services partner is responsible for implementing the workday modules aligning to the CFX requirements.

VI. Minimum Qualifications

- 1 CFX is looking to contract with a Workday certified partner for the Public Sector with experience implementing the in-scope modules in public sector entities. CFX expects implementation services partner team members to be certified in the modules they are assigned to and have experience implementing those modules in public sector entities. CFX will assess qualifications via review of partner references and reserves the right to interview individual team members particularly for key staff such as engagement manager, functional leads, and technical leads.
- 2 The Proposer shall provide a Project Manager/Engagement Manager with an active Project Management Professional (PMP®) certification.

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
1	Accounts Payable	Invoice Processing & Payment	The system has the ability to receive, validate, approve and post invoices that would include budget checking of funds prior to payment with override capability, and tracking of grant and project withdrawals. The system should support the ability to match the payables supporting documents (e.g., purchase requests converted to purchase orders), purchase order, voucher, receipt document (including fuel receipts) using three way / two way matching, track retainage through general ledger codes that can be offset when payments are processed and book intercompany transactions automatically.	Workday Core Financials
2	Accounts Payable	Invoice Processing & Payment	The system should be able to add scan/ images of documents (including utilizing Optimal Character Recognition OCR) with the entry of an invoice, payment and other data entry points, support free form text fields and show as paid with payment cleared date.	Workday Core Financials
3	Accounts Payable	Invoice Processing & Payment	The system should also support advance payments for travel, the tracking of capital expenditures and direct fixed asset and construction in process postings, automate the recording of expenses and expenditure liabilities at receipt, and close accounts payable subledger independently of other subledgers or general ledger.	Workday Core Financials
4	Accounts Payable	Invoice Processing & Payment	A set of workflow processes that are configurable based on organization, department, amount and account should be available to support the routing of invoices for electronic approval. The system should allow for delegation of authority.	Workday Core Financials
5	Accounts Payable	Invoice Processing & Payment	The system should be able to support manual entry for invoices received from other modules (procurement, contracts).	Workday Core Financials
6	Accounts Payable	Invoice Processing & Payment	The system has the ability to manage invoice exceptions including the ability to flag a fund or vendor so that no payments can be disbursed and to manage accruals as receipts/invoices are entered but not paid. The system has the ability to flag overpayments.	Workday Core Financials
7	Accounts Payable	Invoice Processing & Payment	The system has the ability to consolidate invoices for payment and generate a payment file including ACH and wire payment files and the AP accounting entries to be distributed to the general ledger. The system should be able to generate Payee Positive Pay files in standard bank formats and generate a stop action for staff review and confirmation of the consolidation before routing for workflow approval. The system should also support the check request lifecycle and route payments to the bank.	Workday Core Financials
8	Accounts Payable	Invoice Processing & Payment	The system has the ability to provide for electronic invoice acceptance and posting via the vendor portal, XML, EDI, web services or other technology, including electronic signatures, and integrate with bank systems to provide access to banking records in real-time.	Workday Core Financials

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
9	Accounts Payable	Invoice Processing & Payment	The system has the ability to allow for Return to Vendor (RTV) requests to be staged in the AP voucher data and supports invoice one-step reversals, cancellation or reversal of payments. The system should also support a write-off process, as needed.	Workday Core Financials
10	Accounts Payable	Invoice Processing & Payment	The system has the ability to create check requests for payments and code checks to appropriate accounting / budget codes. The system has the ability to support workflow approval lifecycle. The system has the ability to attach/view multiple document images to the check request record with drill down capability to initial source transaction/document and to support document imaging with an ability to attach electronic documents for review.	Workday Core Financials
11	Accounts Payable	Invoice Processing & Payment	The system has the ability for duplicate invoice checking for invoice number and supplier (vendor) identification (ID) number and to support invoice inquiries using multiple filter attributes. The system should be able to support the business rules and edits that guide invoice validation prior to submittal and inquiries through self-service for vendors or employees (e.g., invoice payment status available on vendor portal).	Workday Core Financials
12	Accounts Payable	Invoice Processing & Payment	The system has the ability to ability to define user definable accounting template to default standard transaction accounting such as accounts payable, freight, sales tax, and discount accounts and the calculation of net due date, discount due date, and discount amounts.	Workday Core Financials
13	Accounts Payable	Invoice Processing & Payment	The system has the ability to allow for a global defaulted payment terms that could be driven from the invoice date (e.g., payment methods, payment bank accounts) and supports discounts, down payments, partial payments and payments being held.	Workday Core Financials
14	Accounts Payable	Invoice Processing & Payment	The system has the ability to generate all 1099 forms and IRS files (e.g., MISC, INT, S) compliant with current and on-going IRS standards, either in mass or on demand. This ability should include system-generated 1099 forms that are editable and/or adjustable.	Workday Core Financials
15	Accounts Payable	Invoice Processing & Payment	The system should have the ability to process regular payroll and payroll exception payment files.	Workday Core Financials
16	Accounts Payable	Travel & Expense	The system has the ability to pay expenses via AP with workflow options (e.g., ability to apply rules / logic-based rules and route expenses differently) and expense entry method using installation / setup options. The system should be able to support a dynamic workflow configuration process that allows authorized business users to make changes in business rules (e.g., dollar thresholds, approvers) that can then be approved.	Workday Core Financials

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
17	Accounts Payable	Reporting	The system has the ability to access and configure standard and ad hoc Accounts Payable (AP) reporting, such as Trial Balance, Open Payables, Aging, Cash Requirements, AP Exception, Match Audit, Pre-Check Register, 1099s, Payment Register, Invoices on Hold Report, Invoices paid for a vendor or multiple vendors during a specific time frame including payment information, GL account information and purchase order number.	Workday Core Financials
18	Accounts Payable	Reporting	The system has the ability to generate on-demand reports that support spend reporting and analysis (e.g., account totals by Journal ID, AP/GL Open Liabilities, Supplier Open Liabilities, RNI (received but not invoiced), released and unreleased invoices, payments created during a specific Pay Run Date).	Workday Core Financials
19	Accounts Payable	P Card Administration	The system has the ability to manage procurement card (P Card) set up, P Card expenditure business rules, administration and reporting.	Workday Core Financials
20	Accounts Payable	P Card Administration	The system has the ability to manage and report detailed procurement card (P Card) transactions and to provide P Card transaction analysis.	Workday Core Financials
21	Accounts Payable	Period End Reconciliation	The system has the ability to run period reports for payroll reconciliation.	Workday Core Financials
22	Accounts Payable	Period End Reconciliation	The system has the ability to perform final review and identify any errors before submitting data for payroll processing.	Workday Payroll
23	Accounts Payable	Period End Reconciliation	The system has the ability to run year- end tax and payroll reconciliation report to generate year end employee earnings and tax statement. The system should be able to review and reconcile the results so that errors can be identified and corrected and to provide calendar and/or to do items as part of a manager dashboard.	Workday Payroll
24	Accounts Receivable	Customer Set Up	The system has the ability to use existing system data where it exists to establish customer profiles and leverages customer profile classes to group customers with business volume, and payment cycles. Customer class set up should accommodate information such as credit limits, payment terms, statement cycles, invoicing, discount information, finance charge amount limits and statements, dunning, and statements. The system should be flexible enough to accommodate user defined attributes specific to individual customer accounts. Workflow should be available for routing customer profile changes invoices and remaining customer balances and workflow must be configurable based on organization, department, amount and account.	Workday Core Financials

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
25	Accounts Receivable	Billing Management	The system has the ability to generate customer invoices based on the terms of the contract, (e.g., date, milestones, bulk buy discounts), contract billing, generate customer invoices based on an established processing time (e.g., 30 days), generate sales order invoices, and create recurring bills on a user-specified frequency where the amount may vary on each invoice. Workflow should be available for routing invoices for electronic approval and should have the ability to demonstrate the date that the invoice was sent to the customer. The system should be able to integrate sales order invoices with payable, receivables and inventory functionalities in real-time.	Workday Core Financials
26	Accounts Receivable	Billing Management	The system has the ability to create and preview a draft invoice, assign invoice numbers automatically or manually at invoice creation, add notes and or text to a single invoice or a group of invoices, process a single manual invoice, generate consolidated invoices where single sponsors fund multiple awards, process milestone invoices, calculate encumbrances, and create general ledger accounting entries. The system should be able to search invoices, edit invoice numbering and text through workflow and include detailed notes during approval or rejection in workflow (so that notes included with the invoice will be visible to all users). The system has the ability to check for duplicate invoice dates, invoice numbers and invoice text notes.	Workday Core Financials
27	Accounts Receivable	Billing Management	The system has the ability to credit bill and reverse the original invoice, copy invoices, reprint invoices, process sales order returns, send invoices electronically and identify electronic invoices not successfully transmitted, send email reminders to appropriate users when invoicing triggers are met, and upload external transactions from other source systems.	Workday Core Financials
28	Accounts Receivable	Billing Management	The system has the ability to create, print, and reprint individual monthly statements or consolidated customer statements and distribute these statements electronically.	Workday Core Financials
29	Accounts Receivable	Integration	The system has the ability to integrate in real-time with sales transactions, with accounts payable to process refunds (e.g., unidentified receipts), other relevant modules (e.g., Cash, GL, AP, BI, Projects), outside banking platforms and file sharing exchanges. This integration should be able to support bulk retail sales, vendor consignment, and usage based billing. This includes support of BAI file and data elements.	Workday Core Financials
30	Accounts Receivable	Reporting & Analytics	The system has the ability to generate reports or return query results of invoices billed, paid, or voided within a user-defined timeframe through standard inquiry pages and reports that include detailed information for all payments within a deposit. The system provides an end user tool to select customer information, billing data, and receivables data based on various user defined criteria.	Workday Core Financials

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
31	Accounts Receivable	Reporting & Analytics	The system has the ability to perform a user-defined aging analysis of outstanding accounts receivable based upon user-defined aging buckets (e.g., 30, 60, 90, 120, greater than 120 days) using the original invoice date and current system date, a Days Sales Outstanding (DSO) report, an aging report by customer, and a revenue analysis.	Workday Core Financials
32	Accounts Receivable	Reporting & Analytics	The system has the ability to prepare revenue forecasting & analysis reports that can be forwarded electronically and include a workflow for the approval of these reports.	Workday Core Financials
33	Accounts Receivable	Reporting & Analytics	The system has the ability to track Accounts Receivable and Revenue KPIs based on business rules, and generate KPI reports, analytics and graphical presentations that can be uploaded to the dashboard reporting tool.	Workday Core Financials
34	Cash and Bank Management	Cash and Bank Management	The system has the ability to integrate with the bank to record and apply credit card transactions as payment for open receivables.	Workday Core Financials
35	Cash and Bank Management	Cash and Bank Management	The system has the ability to accept customer, receivable, and billing data and then include this integrated information within the Accounts Receivable data tables. System should be able to process this information and include it in reporting and general ledger functionality.	Workday Core Financials
36	Cash and Bank Management	Cash and Bank Management	The system has the ability to be a single source for processing prepayments (e.g., application fees), payments (e.g., checks, ACH), accept the various payment types (e.g., checks, cash, credit cards, direct deposit, one-time, repetitive), automatically update customer balances when the payment is received and create the general ledger accounting information. The system has the ability to allow the entry of detailed receipt transactions for cash collected and then can automatically apply the receipts against appropriate AR balances or invoices. This includes support of BAI file and data elements.	Workday Core Financials
37	Cash and Bank Management	Cash and Bank Management	The system has the ability to automate the processing of all payment application scenarios (e.g., full payments, partial payments, overpayments, miscellaneous payments) and receipts not associated with a specific receivable (e.g., miscellaneous, non-AR cash). The system should be able to create chargebacks and credits, automatically apply payments to open items based on a user-specified set of system delivered rules (e.g., applying multiple invoices to open balance) and accommodate additional form of payment.	Workday Core Financials
38	Cash and Bank Management	Cash and Bank Management	The system has the ability to reconcile unapplied, misapplied and unidentified payments by recording and moving the deposit into a clarification account until it is resolved at a later time. The process is to be integrated with workflow that aligns with business needs.	Workday Core Financials

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
39	Cash and Bank Management	Cash and Bank Management	The system has the ability to process unidentified receipts and apply unidentified receipts to customer accounts. Workflow should be available for supervisory approval and customer notification once the unidentified receipt is approved.	Workday Core Financials
40	Accounts Receivable	Collections Management	The system has the ability to perform collection activity according to business rules, manually match payments to open balances, perform escalation and follow ups and produce analytical reporting of this process.	Workday Core Financials
41	Accounts Receivable	Collections Management	The system has the ability to send overdue letters to customer based on configuration settings, generate reports or return query results of invoices billed, paid, or voided within a user-defined timeframe, track customer communications using conversation functionality and document customer communication regarding an invoice and associate it with the specific invoice.	Workday Core Financials
42	Accounts Receivable	Collections Management	The system has the ability to generate reports or return query results of invoices billed, paid, or voided within a user-defined timeframe. The system provides for aged customer account balances with the aging periods defined by the users.	Workday Core Financials
43	Budget	Budget Planning and Forecasting	The system has the ability to link budgeting models with specific financial targets and dollar amounts from the strategic/financial plan by departments, service lines, cost centers, and standard other cost categories so that the budget can be used for comparison against actual results. The system should support version control, calculation capabilities and business rules engine functionality that can pre-populate or seed these budgeting models.	Workday Core Financials & Workday Adaptive Planning
44	Budget	Budget Planning and Forecasting	The system has the ability to copy volumes, rates, and amounts from prior years or other scenarios, and refresh budget forecasts for revenue, workforce, capital project, expense, balance sheet & cash flow changes, including the analysis of multiple budget scenarios simultaneously.	Workday Core Financials & Workday Adaptive Planning
45	Budget	Budget Planning and Forecasting	The system has the ability to integrate with project management functionality and to be able to prioritize projects based on various budget indicators	Workday Core Financials & Workday Adaptive Planning
46	Budget	Budget Development	The system has the ability to support departmental / user budget development that provides user-friendly input processes (e.g., budget input forms, Excel-like data entry, user dashboards), and allocate budget across cost centers, service lines, departments, other standard cost categories, projects and grants based on new or updated revenue projections / salary projections / budget figures. This budget allocation process should accommodate changing business requirements and regulatory needs. The system should be able to have budget development calendar capabilities and allow end-users to input comments relating to each budget, capital improvement plan, or operational line accordingly.	Workday Core Financials & Workday Adaptive Planning

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
47	Budget	Budget Development	The system has the ability for top down and bottom up, variable / fixed budgeting and zero based budgeting approaches. Ability to drill into prior year expenses when working within cost center GL (bottom up) and detail reconciles to the total.	Workday Core Financials & Workday Adaptive Planning
48	Budget	Budget Development	The system has the ability to adjust budgets and budget line items and set up budget limits during budget development, with accompanying workflow approvals and notifications' system should also support rolling forecast processes based on business requirements (e.g., ability to forecast a rolling fixed number of periods).	Workday Core Financials & Workday Adaptive Planning
49	Budget	Budget Development	The system has the ability to generate and manage multi-year budgets that may be saved and stored for future use and analysis, including the ability to generate multiple simultaneous "budget scenarios" and "what if" analysis for a single budget period.	Workday Core Financials & Workday Adaptive Planning
50	Budget	Budget Management	The system has the ability for end users and department heads (budget managers) to review the preliminary budget online, suggest or submit balanced budget transfer requests (e.g., decrease in another budget to increase a budget line) and make changes within designated workflow that are immediately calculated and viewable. The system should be able to provide an interface to upload budget transfers in an automated feature as well as being able to make manual adjustments as necessary.	Workday Core Financials & Workday Adaptive Planning
51	Budget	Budget Management	The system has the ability to track the current status of budgets vs. actuals from the budget inception date until the data is achieved, establish budget limits on account categories (e.g., salary/benefit lines, operational support lines, projects), track changes to budget (e.g., time/date of change, person making change) for up to 5 years after event, provide an audit log of changes, and require justification when changes are made manually by user over a certain dollar or %.	Workday Core Financials & Workday Adaptive Planning
52	Budget	Budget Management	The system has the ability to allow end- users to input budget narratives and ability to add text.	Workday Core Financials & Workday Adaptive Planning
53	Budget	Budget Management	The system has the ability to track and manage encumbrance amounts (including amounts that may cross a fiscal year) and applicable controls, such as budget stops and limits per business rules to facilitate the accrual process.	Workday Core Financials & Workday Adaptive Planning
54	Budget	Budget Management	The system has the ability to track fund balances, cost allocation model for operating costs and revenue, and FTE charts.	Workday Core Financials & Workday Adaptive Planning
55	Budget	Budget Integration	The system has the ability for seamless integration in real-time to other modules / applications across the business environment (e.g., procurement, project management, inventory management, fixed assets, HR, and Payroll)	Workday Core Financials & Workday Adaptive Planning

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
56	Budget	Budget Reporting	The system has the ability to provide a mid-cycle projection reporting tool to determine how the month and the year will end, based on various volume assumptions and allow operational management to perform what-if- analysis to determine where adjustments can be made to improve monthly results.	Workday Core Financials & Workday Adaptive Planning
57	Budget	Budget Reporting	The system has the ability to drill down from high-level overall budget vs actuals, for any time period, into financial statement lines, then into cost centers, then into GL lines, then into actual data populated, and then into invoice / receiving / PO detail.	Workday Core Financials & Workday Adaptive Planning
58	Budget	Budget Reporting	The system has the ability to generate monthly progress reports in the system that can be electronically routed for review.	Workday Core Financials & Workday Adaptive Planning
59	Budget	Budget Reporting	The system has the ability to provide a current (weekly, mid-week, mid-month) executive dashboard showing actual vs. budgeted results for any area that management wants to track. The system should be able to create a budget book within the system and be able to export, publish and post the budget book.	Workday Core Financials & Workday Adaptive Planning
60	Budget	Capital Budget Planning and Forecasting	The system has the ability to provide a capital budgeting system with a single point of entry for all annual capital budgeting requests that is integrated in real-time with the Operating Budget and Long Range Planning (20 years) that includes additional periods (e.g., one year).	Workday Core Financials & Workday Adaptive Planning
61	Budget	Capital Budget Planning and Forecasting	The system has the ability to allow budgets to be available for more than one year (carry forward) and support multi-year budgets and multi-funding pools.	Workday Core Financials & Workday Adaptive Planning
62	Budget	Capital Budget Management	The system has the ability to allow for designated users to manage, monitor, and support the Capital Budget request process on a single, unified platform through an easy-to-use single point of entry interface with simple data entry capabilities for Capital Budget Requests (Identify, Define, Estimate, Prioritize, etc.), including "what if" analysis, capital project lists and prioritizations.	Workday Core Financials & Workday Adaptive Planning
63	Budget	Capital Budget Management	The system has the ability to track actual capital spending by project vs. budget from inception date, configure business rules for capital vs. non-capital assets (e.g., strategic vs. routine), enter up-to-date project forecasts and provide analytic features to manage Capital Budgeting (e.g. real-time metrics and reports, configurable dashboards)	Workday Core Financials & Workday Adaptive Planning
64	Budget	Budget Planning and Forecasting	The system allows users to enter narrative information when submitting budgets or budget change requests. These narrative information data fields must be configurable to support the fields use for different types of budget requests.	Workday Core Financials & Workday Adaptive Planning
65	Budget	Budget Planning and Forecasting	The system has the ability to use salary and benefits data (current and historical costs) to assist in building budgets	Workday Core Financials & Workday Adaptive Planning

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
66	Budget	Integration	System can be integrated with payroll solution to gather payroll data to facilitate budget analysis	Workday Core Financials & Workday Adaptive Planning
67	Procurement	Supplier Relationship Management	The system has the ability to provide a configurable flag in the vendor master file to reflect a vendor's status (e.g. potential, registered, removed), identify the type of vendor (e.g., PO, AP) and indicators for local and minority businesses.	Workday Procurement
68	Procurement	Supplier Relationship Management	The system has the ability to support a workflow process that supports managing additions, deletions, and/or changes to the vendor master file	Workday Procurement
69	Procurement	Supplier Relationship Management	The system has the ability for vendors to submit bid responses, receive and view POs, submit and view electronic invoices, view payment status, add edit/upload catalog items in supplier portal, register for events and view the current and historical status of POs, receipts, and invoices.	Workday Procurement
70	Procurement	Supplier Relationship Management	The system has the ability to establish a supplier through a mandatory process to ensure the supplier meets certain criteria, which may include but not limited to, regulatory, quality, manufacturing, risk, financial, legal and audit requirements. This process should be performed prior to proceeding with supplier relationship development and should support those suppliers that may be certified as a result of market exploration activity and/or potential production innovation opportunities (may not be flagged in the system as an approved supplier until later stage). The system should be able to consider supplier risk assessment / risk mitigation planning, which either of these activities may trigger the certification process order for the Authority to complete their own due diligence / further investigation. Additionally, the system should be able to support the collaboration and sharing of documentation between the key stakeholder(s) and Procurement and support automated approval workflows.	Workday Procurement
71	Procurement	Supplier Relationship Management	The system has the ability to confirm the request for a new supplier that is queued, set up a master data record and complete a new supplier request form/application that aligns with master data field. The system is able to complete any applicable on-boarding activities (as required). The supplier master data record captures all of the pre-defined attributes once and may be used across multiple systems within the business. The system is able to support the collaboration and sharing of documentation between key stakeholder(s) and Procurement.	Workday Procurement

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
72	Procurement	Supplier Relationship Management	The system is able to define and measure the supplier performance criteria on a perpetual basis and produce a scorecard that is agreed between all parties (e.g., key stakeholders, supplier, procurement staff) which includes, for example, service level agreements, tracking costs, targets, contractual requirements, and sustainability (long term decisions). The system should be able to set the frequency a supplier is monitored, which also depends on their tiering or volumes (e.g., Tier 1 suppliers / high volume suppliers are typically monitored on a more regular basis).	Workday Procurement
73	Procurement	Supplier Relationship Management	The system has the ability to house multiple attributes for a single vendor in the vendor master, support mass uploads, support customized fields, support parent/child relationships, flag vendors for certain workflows, support multiple destinations per vendor, support duplicate supplier checking, and support audit capabilities. The system should also provide an approval workflow for new vendor adds and the ability to interface with 3rd party vendor verification databases.	Workday Procurement
74	Procurement	Supplier Relationship Management	The system has the ability to support optional assignment of general ledger accounts and vendor classifications to vendors at profile initiation and after initiation when these vendors provide goods / services that could be aligned in this manner.	Workday Procurement
75	Procurement	Supplier Relationship Management	The system has the ability to support a vendor frequently asked questions portal resource and accept and automatically route vendor inquiries based on inquiry type (e.g., PO, receipt, invoice, payment).	Workday Procurement
76	Contract Management	Author & Finalize Contracts	The system has the ability to create contract from template language and terms/conditions within system (e.g., contract authoring capability), develop contracts that require complex service hierarchies, and support approval workflow for contracts (e.g., set up, change orders, closures). The system should be able to support electronic signatures for relevant signoff in accordance with expenditure approval policy or alternatively integrate with esignature software.	Workday Strategic Sourcing
77	Contract Management	Author & Finalize Contracts	The system has the ability to create a procurement/supplier contract/catalog or PO off of a sourcing event/executed contract. The system should be able to house contract pricing internally in a contracts / item master / content management solution.	Workday Strategic Sourcing
78	Contract Management	Author & Finalize Contracts	The system has the ability to upload contract metadata from external files including header and line data and build standard comments for contracts to print on the PO (header or line).	Workday Strategic Sourcing
79	Contract Management	Author & Finalize Contracts	The system has the ability to have parent/child contracts, (e.g., add subcontracts to Master Service Agreements) and set up / maintain different contract templates based on Commodities and Organizational Structure.	Workday Strategic Sourcing

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
80	Contract Management	Author & Finalize Contracts	The system has the ability to copy an agreement and support required contract fields (e.g., Supplier, start date, manufacturer, supplier contract number, tier / pricing level, review date, expiration date at item / line level).	Workday Strategic Sourcing
81	Contract Management	Author & Finalize Contracts	The system has the ability to support OCR technology in order to search vendor documentation, search contracts (executed or not), act as a contract repository to house electronic versions of the executed contract and store a PDF of executed contracts. Contract repository capability should support different types of actual executed contracts (e.g., purchase agreements, service agreements, NDAs, MSAs, ILAs, sponsorships, licensing, facility agreements, real estate, due diligence) and provide real time visibility of contract status.	Workday Strategic Sourcing
82	Contract Management	Contract Lifecycle Management	The system has the ability to track and report on contract compliance (e.g., deliverables, milestones) and track payments to the prime contractors and sub-contractors to comply with regulatory requirements (e.g., SBE, WBE, MBE).	Workday Strategic Sourcing
83	Contract Management	Contract Lifecycle Management	The system has the ability to support staging of contracts to identify line items / tasks and associated funding requirements for traceability in the financial management module	Workday Strategic Sourcing
84	Contract Management	Contract Lifecycle Management	The system has the ability to make contract modifications to contracts and purchase orders to allow for change orders and supplemental agreements. The system should be able to track changes to a contract via workflow both internally and externally with vendors (e.g., redlines with supplier/vendor). the system has the ability to track and report original contract amounts and change orders/supplemental agreements amount separately.	Workday Strategic Sourcing
85	Contract Management	Contract Lifecycle Management	The system has the ability to have contract workflow approval capabilities allowing for functional, legal and financial approvals based on dollar threshold, commodity based approval, amendments/ SOWs, or organizational based logic. This workflow should also support actions by third parties (vendors) who do not have direct system access.	Workday Strategic Sourcing
86	Contract Management	Contract Lifecycle Management	The system has the ability to default payment terms on contract according to contract terms and auto-notify of expiration dates 30, 60, 90 days before expiration date.. The system should be able to initiate notifications 6 months in advance of expiration dates and set user-defined alert triggers (e.g., bond / insurance expiration, contractor meetings, close-out meetings).	Workday Strategic Sourcing
87	Contract Management	Contract Lifecycle Management	The system has the ability to set a milestones in contract lifecycle and trigger notifications or actions based on these milestones (e.g., multi-year contracts).	Workday Strategic Sourcing

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
88	Contract Management	Contract Lifecycle Management	The system has the ability to switch product and tier pricing within a contract term for multi-year contracts, especially service contracts and set multiple pricing levels by contract items. The system should be able to establish and update contract tasks and milestones and to set trigger alerts based on these tasks and milestones.	Workday Strategic Sourcing
89	Contract Management	Contract Lifecycle Management	The system has the ability to track spend against a contract and/or a vendor by SKU and PO level and track contract spends, non-contract spend, discounts, service / service type and price breaks based on contract volumes.	Workday Strategic Sourcing
90	Contract Management	Contract Lifecycle Management	The system has the ability to update contract POs with an audit trail in the system.	Workday Strategic Sourcing
91	Contract Management	Closeout Contract	The system has the ability to have a formal close out process that tracks the contract closeout process and document the activities and approvals with a dynamic workflow system including notifications. The system is able to allow users to attach files to the workflow process. The system has the ability to route users through approval process workflow.	Workday Strategic Sourcing
92	Contract Management	Closeout Contract	The system has the ability to review contract payments, contract purchase orders and contract deliverables and the acceptance of the deliverables to ensure compliance.	Workday Strategic Sourcing
93	Contract Management	Closeout Contract	The system has the ability to support a process that determines the checklist for exiting a contract. This process should ensure there is an agreed plan which, when executed, considers the contractual termination requirements, warranty claims post contract and completes the actions / activities as defined by a Contract Close Out checklist.	Workday Strategic Sourcing
94	Contract Management	Closeout Contract	The system has the ability to close project purchase orders and project codes, validate deliverables against contract requirements and acceptance criteria, and produce and include project expenditures comparative reports at project closeout.	Workday Strategic Sourcing
95	Contract Management	Reporting and Analytics	The system has the ability for analytics and reporting to pull contract reports that include contract type, contract name, description, expiration date information, and remaining contract funds at a minimum.	Workday Strategic Sourcing
96	Contract Management	Reporting and Analytics	The system has the ability to see contracts and total spend across one supplier that has multiple contracts (e.g., contracts across departments), identify where the contracts reside, when they expire, what value those contracts are, and spend against those contracts.	Workday Strategic Sourcing
97	General Ledger	Reporting	The system has the ability to create reconciliation reports for data feeds from other systems (e.g., banking systems, credit card payment processors), support and balance intercompany reconciliations and automate account reconciliations. The system should be able to support auto reconciliation of accounts and supporting workflow.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
98	General Ledger	Reporting	The system has the ability to prepare external reports like the 13, 14, 15 month income statement for financial statements. The system has the ability to run multi-year trial balances.	Workday Core Financials, & Expenses
99	General Ledger	Reporting	The system has the ability to account for adjustments after period close.	Workday Core Financials, & Expenses
100	General Ledger	Reporting	The system has the ability to run variance analysis reports and compare financial data across ledgers with delivered variance reporting.	Workday Core Financials, & Expenses
101	General Ledger	Reporting	The system has the ability to produce configurable, user-friendly management reports for standard variance analysis, run rate/trend analysis, actual compared to prior month, actual compared to budget and support configurable attributes for the purposes of tracking and generating financial reports (including the financial related information to produce Statistical Report - https://www.cfxway.com/agency-information/investor-relations/reports-policies/statistical-reports/).	Workday Core Financials, & Expenses
102	General Ledger	Reporting	The system has the ability for users to perform quick user created system queries through ad hoc reporting by selecting values from multiple dimensions (self-service analytics). User access is limited to data sets (e.g., departments, operating units) based on security rules.	Workday Core Financials, & Expenses
103	General Ledger	Reporting	The system has the ability to have subtotals on reports, show only subtotal on reports, generate a report by business unit with deficits, configure and group general ledger accounts from one COA section to another for reporting purposes (year over year), run financial statements at any period of time for any fiscal year including current fiscal year, distribute financial reports to a pre-defined distribution list and automatically e-mail or notify of year- to-date financials to departments / executive management. Any new GL codes added in the current year will roll over to the future years.	Workday Core Financials, & Expenses
104	General Ledger	Reporting	The system has the ability to provide the following financial statements: Detailed Trial Balance, Consolidated Financial Statements, Chart of Accounts Reports, General Ledger Reports, Income Statements with a user defined start and end date, Revenue Reports, Cash Flow Reports and Balance Sheets. The system should also be able to produce basic statements of the Comprehensive Annual Financial Report (CAFR) and external reports like the 13-15th month income statement for financial statements. The system is able to produce ending account balance by period for all reports.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
105	General Ledger	Reporting	The system has the ability to inquire on journal entries using a delivered page and to inquire on specific ledgers for ledger activity and balances. The system should be able to create and manage a period-end close calendar and checklist with task dependencies (including hotlinks and drill-down capabilities to see dependencies) with the ability for escalation that is part of the workflow. The calendar can be viewed comprehensively. The system should be able to produce driven dates that can be reported in a dashboard or by email. The system is able to track changes made by user.	Workday Core Financials, & Expenses
106	General Ledger	Reporting	The system is able to provide reports and dynamic user configurable dashboards and score-carding for projects and portfolios. The system has the ability to accommodate on-demand creation of dashboard reports for projects to provide what-if and trend analysis across all features and functions.	Workday Core Financials, & Expenses
107	General Ledger	Reporting	The system is able to produce ad hoc queries and reporting capability on- demand to include a view of multi-year comparisons and a long range financial plan derived from the strategic plan and provide a “roll up view” for annual reporting purposes.	Workday Core Financials, & Expenses
108	General Ledger	Reporting	The system is able to track and report on projects completed or expected to be completed in the next year by user defined periods (e.g. monthly, quarterly, yearly).	Workday Core Financials, & Expenses
109	General Ledger	Reporting	The system is able to produce and include project expenditures comparative reports at period closeout.	Workday Core Financials, & Expenses
110	Fixed Assets	Capital Program Planning	The system has the ability to provide standard templates for the development of revenue, workforce, capital and project plans that can be presented to executive stakeholders for formal review and approval. These system templates should be able to incorporate financial and volume data, quantity x price, fixed price, purchased transportation/ fuel and variable prices.	Workday Core Financials, & Expenses
111	Fixed Assets	Capital Program Planning	The system has the ability to provide real-time plan alignment by integrating operational and project details (e.g., capital, expense, labor) for transactional details and linking to forecast models by business unit / department, segment, product or appropriate forecast unit.	Workday Core Financials, & Expenses
112	Fixed Assets	Capital Program Planning	The system has the ability to provide real-time integration between capital / grant plans and operational / long range plans. The system should be able to project capital plan prioritizations (e.g., spending scenarios), and formulate financial constraints.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
113	Fixed Assets	Asset Creation	The system has the ability to create a fixed asset, assign a unique asset number to a single item or multiple items purchased, perform cost adjustments, split single asset between multiple funds and departments, establish a location and category and perform other standard fixed asset accounting procedures (e.g., depreciation, retirement, disposition, transfer). The system should be able to accumulate all costs of a project, create an asset or multiple assets from these costs (e.g., a transit center can have IT equipment, amenities, station, security equipment groups with different GL accounts), split costs between different fixed assets, associate all capitalized costs with the construction or purchase/acquisition of an asset (e.g., capitalized assets at project completion) and capture related accounting transactions for posting to the general ledger without manual intervention.	Workday Core Financials, & Expenses
114	Fixed Assets	Asset Creation	The system has the ability to consolidate multiple detail lines into a single asset or conversely to split a single detail line into multiple assets during the real-time integration from either the procure to pay or project costing processes into assets when creating a new asset. The system should be able to capitalize non-asset spend on the General Ledger to an asset and provide / display them within project category codes.	Workday Core Financials, & Expenses
115	Fixed Assets	Asset Creation	The system has the ability to transfer asset invoice / expense claims from Accounts Payable directly to an asset (if in service) or to an asset shell (if not placed in service) with subsidiary ledger (subledger) transactions flowing from subledger to the GL, create the asset and acquire asset (from asset clearing to asset balance sheet account). The system should be able to transfer project related invoices directly into a balance sheet account so costs can be accumulated or to an asset shell.	Workday Core Financials, & Expenses
116	Fixed Assets	Asset Creation	The system has the ability to identify if a new asset is a replacement for an existing asset and create a parent asset with multiple child assets linked to it through a message indicator prompted by the system (predictive tool), asking the end-user to confirm if the asset is a new or a replacement. (e.g., building with other assets like HVAC systems).	Workday Core Financials, & Expenses
117	Fixed Assets	Asset Creation	The system has the ability to track and differentiate between purchased assets and leased assets and to track the funding sources (e.g., bonds, grant sources) used for these purchases.	Workday Core Financials, & Expenses
118	Fixed Assets	Asset Creation	The system has the ability to provide real-time integration from other system modules (e.g., Projects, Grants, Accounts Payable, Procurement, AR, etc.) as well from other external applications as necessary. This integration should allow the creation of a new asset, the disposition of an asset, or to add additional costs to an existing asset at any time during the project or grant life cycle.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
119	Fixed Assets	Asset Creation	The system allows a place in service date any time during the fiscal year, regardless of if the period is open or closed.	Workday Core Financials, & Expenses
120	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to calculate depreciation based upon the asset profile, depreciation method (e.g., straight-line), useful life and process preliminary or final depreciation through on-line/on demand or batch processes that charges charge depreciation automatically to cost centers in the general ledger. The system should also be able to align depreciation rates with statutory rates and in compliance with regulations/MOUs. The system should be able to perform a depreciation simulation and have one-step reversals.	Workday Core Financials, & Expenses
121	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to define a standard depreciation area in support of varying depreciation requirements (e.g., GAAP) and forecast / simulate depreciation expense, using various depreciation conventions, by asset types.	Workday Core Financials, & Expenses
122	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to use system templates to support asset transfer between departments (cost centers) and to track and reconcile assets with scannable asset tag numbers (e.g., RFID).printed from the system based on class.	Workday Core Financials, & Expenses
123	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to generate either financial reports or memos to the general ledger to reflect the financial impact of asset dispositions and should automatically compute the gain/loss associated with a disposal/trade-in.	Workday Core Financials, & Expenses
124	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to reinstate and retire assets, including tracking of asset disposal.	Workday Core Financials, & Expenses
125	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide automatic posting of general ledger journal entries, post asset accounting entries with required approvals secured through workflow and post general ledger journal entries once fixes asset write-down has been calculated and approval granted. The automated posting capabilities for general ledger journal entries should include transactions based on a write-down calculation and required approvals. The system should be able to provide alert notifications through workflow and incorporate error notifications as well.	Workday Core Financials, & Expenses
126	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to track an asset at the location level so that any asset ownership transfers are reflected in the General Ledger and the asset location is tracked in the Fixed Asset Module. The system should be able to track any asset movements by fixed asset, by location and by date with the history of the movement of assets retained in the system that can also accommodate gain / loss calculations if required.	Workday Core Financials, & Expenses
127	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to create a schedule and integrate lease payments through Accounts Payable in real-time.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
128	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to categorize codes for asset disposition, retire an asset containing multiple asset components with individual asset numbers and track disposal values.	Workday Core Financials, & Expenses
129	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide automated identification of assets at end of useful lives and ready for retirement including an approval process supported by report / query generation capability (e.g., verification of assets ready to be retired) that includes a notification on the status of the asset (e.g., pending action).	Workday Core Financials, & Expenses
130	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to conduct specific transactions on a large group of assets such as recategorization, retirement and to track and retire assets on a mass scale by distinguishing assets by asset class.	Workday Core Financials, & Expenses
131	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide identifiable asset records to match asset to be retired and a calculation tool to determine net book value.	Workday Core Financials, & Expenses
132	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide system template forms to standardize manual asset retirement requests from business units that do not require access to the fixed assets module.	Workday Core Financials, & Expenses
133	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to create accounting entries for additions, adjustments, impairments and transfers with required approvals and to account for any cash on Sale of Disposed/Retired Assets.	Workday Core Financials, & Expenses
134	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide identifiable asset records to match asset to be impaired and calculation tools to assess fair market value of the asset to be impaired.	Workday Core Financials, & Expenses
135	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to transfer assets from one fund to another (e.g., restricted, non-restricted) with cumulative depreciation records to flow to these funds.	Workday Core Financials, & Expenses
136	Fixed Assets	Period End Close	The system has the ability to produce standard asset management reports (both "as reported" and "pro forma") that can be sorted and filtered by one or more designated user defined criteria (e.g., Asset Details By Location, Asset Acquisition, Asset Net Book Value, Statement of Changes in Net Assets, Balance Sheet, Income Statement, actual/planned Project Reports).	Workday Core Financials, & Expenses
137	Fixed Assets	Period End Close	The system has the ability to produce fixed asset reports for leased assets that include lease holding information, lease expirations, and asset retirements / end of service.	Workday Core Financials, & Expenses
138	Fixed Assets	Period End Close	The system has the ability to account for fixed assets that are fully depreciated, but still need to be shown internally and assets which are not fixed assets (e.g., computers, printers, file cabinets) with the same level of detail.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
139	Fixed Assets	Period End Close	The system has the ability to provide standard reporting templates and on- line inquiry for the fixed assets sub- ledger that provides life-to-date balances and transactions based on project / asset start and end dates. These templates should allow users to easily update or add information to meet reporting requirements. The system should be able to support this capability in the fixed assets module as well as in the project management and accounting module.	Workday Core Financials, & Expenses
140	Fixed Assets	Period End Close	The system has the ability to allow the designated user to report / query off project hierarchy. The system should be able to support this capability in the fixed assets module as well as in the project management and accounting module.	Workday Core Financials, & Expenses
141	Fixed Assets	Period End Close	The system has the ability to create and track detail closing activities (internal and external to ERP such as Adobe ClicktoSign) with task description, task process steps, task requirements, supporting task information (e.g., process definition, accounting policies, procedures), task pre-requisites, task begin time, task duration, task end time, task owner(s), required task attachments, task completion time / data. The system should be able to provide views through configurable dashboards that would accommodate the tracking of assets against projects.	Workday Core Financials, & Expenses
142	Fixed Assets	Period End Close	The system has the ability to provide analysis and reporting capabilities that enables management to proactively monitor and measure fixed assets from financial and non-financial perspectives. Designated users should have real time access to identify and track Key Performance Indicators (KPIs) throughout fixed asset processes.	Workday Core Financials, & Expenses
143	Fixed Assets	Period End Close	The system has the ability to close the Fixed Asset subsidiary module to the General Ledger module electronically at the user and transaction levels and to automatically generate a gain / (loss) transaction based on the changed status of any assets.	Workday Core Financials, & Expenses
144	Fixed Assets	Period End Close	The system has the ability to support full compliance with GASB 34 fixed assets reporting (audit support and financial statement schedules) and roll forward balances / perform year-end close while tracking multi-year expenditures.	Workday Core Financials, & Expenses
145	Fixed Assets	System Governance	The system has the ability to maintain fixed asset records that include a description of the property, a serial number and/or other identification number, the source of funding for the property, who holds title, asset designated users (in addition to recording property custodian), the acquisition date, the cost of the property, electronic document attachment (including images) and percentage of Federal participation in the project costs for the Federal award under which the property was acquired.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
146	Fixed Assets	System Governance	The system has the ability to record an audit trail of all changes made to asset records, recording designated user ID and date.	Workday Core Financials, & Expenses
147	Fixed Assets	System Governance	The system has the ability to perform online entry and maintenance of fixed asset records. Changes should be properly accounted for in the Asset Management module and the GL.	Workday Core Financials, & Expenses
148	Fixed Assets	System Governance	The system has the ability to allow the designated user to assign an active/inactive status to an activity.	Workday Core Financials, & Expenses
149	Fixed Assets	System Governance	The system has the ability to link fixed assets to a project with the dynamic tables in the background and to ensure that status changes and closing of the Project so accommodated that all fixed asset costs are booked.	Workday Core Financials, & Expenses
150	Fixed Assets	Reporting	The system has the ability to generate and publish as-of-date reports (e.g., Fixed Assets Register, Depreciation, Additions, Disposals, Sales, Useful Life, Changes etc.) at any given time, and export these reports as an Excel spreadsheet.	Workday Core Financials, & Expenses
151	General Ledger	System Governance	The system has the ability to retain a common chart of account structure for use in consolidated reporting, track changes to the chart of accounts, store reasons for the change, maintain records of historical chart of accounts and provide shortcuts for data entry of chart of account information. The system is able to incorporate attributes (e.g., subledger accounts that should not be posted manually), and the system is able to block an account for posting. The system has the ability to have multiple/ unlimited user defined categories within the master data.	Workday Core Financials, & Expenses
152	General Ledger	System Governance	The system is able to post Journal Entries automatically based on subledger transaction type and other criteria. The system is able to allow users to create validation rules for posting transaction header and detail level, as well as create substitution rules accordingly. Additional rules for subledger posting should be able to be configurable for automatic posting. The system should be able to meet regulatory requirements, including other guidelines for accounting, within the chart of accounts structure, provide approval capabilities for establishing chart of account values and initiate workflow approval for any new segments.	Workday Core Financials, & Expenses
153	General Ledger	System Governance	The system has the ability to support the governmental basis of accounting (e.g., cash basis, budget basis, modified accrual basis, accrual basis) and maintain data capture and reporting standards to meet new GASB statements at their effective date per GASB.	Workday Core Financials, & Expenses
154	General Ledger	System Governance	The system has the ability to provide "invoiced not received" reporting for exception matching and "receipts not invoiced" reporting for accruals.	Workday Core Financials, & Expenses
155	General Ledger	Technical Accounting	The system has the ability to support encumbrance accounting during the procurement cycle (pre-encumbrance, encumbrance, expenditure/expense)	Workday Core Financials, & Expenses
156	General Ledger	Technical Accounting	The system has the ability to provide for flexible closing rules based upon specific accounting segments (e.g., interdepartmental, projects, grants)	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
157	General Ledger	Technical Accounting	The system has the ability to provide real-time integration between AP and GL, AR and GL, Fixed Assets and GL, Project Management and GL, Grants Management and GL, Inventory and GL, Cash Management / Treasury and GL and the Payroll module and GL.	Workday Core Financials, & Expenses
158	General Ledger	General Ledger Close	The system has the ability to support fiscal year adjusting period outside of core 12 month fiscal cycle (e.g., 13 periods).	Workday Core Financials, & Expenses
159	General Ledger	General Ledger Close	The system has the ability to see "available balance" of any revenue, expenditure, or expense GL account (including unposted, posted, encumbered, and year-to-date)	Workday Core Financials, & Expenses
160	General Ledger	General Ledger Close	The system has the ability to compare amounts in the general ledger accounts with the amounts in the related subsidiary records and create reports for those accounts that are out of balance. The system should also provide an option to not allow for ledgers / sub-ledgers to be out of balance and validate a chart of account string for all financial transactions..	Workday Core Financials, & Expenses
161	General Ledger	General Ledger Close	The system has the ability to create and capture audit trails on additions / changes / deletions of financial transactions based on user defined key fields (configurable to organizational specifications).	Workday Core Financials, & Expenses
162	General Ledger	General Ledger Close	The system has the ability to accommodate prior period and prior year adjustments, with the ability to secure and lock down these adjustments.	Workday Core Financials, & Expenses
163	General Ledger	General Ledger Close	The system has the ability to allocate General Ledger account balances to non-General Ledger attributes (e.g. interest income to multiple investments), allow the user to define a default allocation method that will be applied to all transactions in the allocation pool, derive allocation calculations using sub-ledger data points, validate allocation calculations through multi-step process, and retain allocation maintenance tasks in the system (e.g., update allocations, rerun allocations).	Workday Core Financials, & Expenses
164	General Ledger	General Ledger Close	The system has the ability to create allocations that can be recorded down to any segment of the Chart of Accounts and then create journal entries automatically as result of these allocations, create journal entries automatically as a result of allocations, schedule and automatically execute an allocation based on specified dates, and programmatically generate allocations based on statistics (i.e. headcount or revenue).	Workday Core Financials, & Expenses
165	General Ledger	General Ledger Close	The system has the ability to generate year-end closing entries which zero out all revenue and expense/expenditure accounts, posts the net loss / gain to retained earnings, and carries forward the balance on balance sheet accounts.	Workday Core Financials, & Expenses
166	General Ledger	Pre Close Activities	The system has the ability to perform on-line "drill downs" from general ledger summary balances to detail transactions and referenced documents.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
167	General Ledger	Pre Close Activities	The system has the ability to close modules/ledgers (including multiple ledgers simultaneously) at pre-defined times while others remain open for period processing (e.g., close AP prior to closing GL) and to process manual journal entry adjustments to any open accounting period. The system should be able to manage the month-end close process so that account balances at month end are balanced and adjusted and reports produced that are representative of the true financial position.	Workday Core Financials, & Expenses
168	General Ledger	Pre Close Activities	The system has the ability to automatically create balancing journal entries by business unit, audit journal transactions by person, date, and time, enter journal entries by statistical accounts/codes, provide comments detailing the error at transaction line level for lines in error in a journal (transaction attributes),	Workday Core Financials, & Expenses
169	General Ledger	Pre Close Activities	The system has the ability to allow for journal entries to be reversed (e.g., posted in error), journal entries to be deleted if not posted to the general ledger accordingly, and prevent journal entries from being deleted if the journal once posted to the general ledger. The system should be able to validate journal entries for accuracy as they are entered based on business rules.	Workday Core Financials, & Expenses
170	General Ledger	Pre Close Activities	The system is able to provide users with notifications when there are journal entries pending for their review.	Workday Core Financials, & Expenses
171	General Ledger	Pre Close Activities	The system has the ability to automatically initiate, monitor, notify, reroute and secure approval of transactions within the JE approval workflow based on business rules (e.g., journal entry type, specified amount, relevant manager). The journal entry should post after the final approval. These workflows should enforce approval hierarchy, allow reclassification requests for journals already posted and automatically escalate JE approval workflow based on time periods or other business rules. This workflow should provide journal entry approvals notifications by email.	Workday Core Financials, & Expenses
172	General Ledger	Pre Close Activities	The system has the ability to upload journal entries from spreadsheets (e.g., Excel) subject to the same validation requirements. The system should be able to provide templates that support copy and paste capabilities.	Workday Core Financials, & Expenses
173	General Ledger	Pre Close Activities	The system has the ability to save JEs in a pending status, save documents descriptions and JE initiators within the JE, attach supporting documents and notes, copy JEs from current / prior period JEs and to accept JE requests from users outside of the designated departments. The system is able to provide users access to attachments before JE's have been approved to post. The system should be able to post JEs with a reference number to allow for cross referencing when the JE is regarding a grant and support journal entry categories to sort entries or search of entries under specific identifiers.	Workday Core Financials, & Expenses

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
174	General Ledger	Pre Close Activities	The system has the ability to support journal entry (JE) processing including manual JEs, recurring JEs, automatically recorded JEs, top-side JEs, JE allocations based on specific dates, JE reversals and auto-reversals, JE templates and JE scheduling, and requires both debit/credit for each journal entry (e.g., preventing one-sided entries).	Workday Core Financials, & Expenses
175	General Ledger	Pre Close Activities	The system has the ability to determine which journal entries have not been interfaced and posted from the sub modules to the general ledger (GL).	Workday Core Financials, & Expenses
176	General Ledger	Integration	The system has the ability to interface with the current document management system (On-Base system).	Workday Core Financials, & Expenses
177	Human Resources	Workforce Administration	[Core Human Resources] System has the ability to track all employees by their location, job and job family (group).	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
178	Human Resources	Talent Acquisition	[Core HR - Positions] The system has the ability for administrators to create talent requisitions for open positions and use workflow for approval routing, including Finance for cost center allocation. This capability should include the creation of recruitment requisitions for non-employees that can be directed to a specific source and not posted externally.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
179	Human Resources	Talent Acquisition	[Core HR - Hires] The system has the ability to trigger a notification of offer acceptance to hiring manager, notify appropriate function of the new hire technology needs, system access, and security access based on the position profile and notify appropriate function of the workspace needs per position profile.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
180	Human Resources	Total Rewards	[Core HR - Grades] The system has the ability to help ensure increases are allocated consistently across the organization while staying within overall merit increase budget to establish merit budget, allow managers to go over budget, but control through workflow/approval process	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
181	Human Resources	Workforce Administration	[Core HR - Position Hierarchy] The system has the ability to track multiple supervisors and support a matrix reporting structure; ability to support authority based responsibility	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
182	Human Resources	Workforce Administration	[Core HR - Employee Supervisor Data] The system has the ability to provide secondary managers / leaders with access to their employee data, to track cost center manager and/or different leaders and to track hierarchy	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
183	Human Resources	Workforce Administration	[Core HR - Organizations] The system has the ability to produce dynamic organization charts for online viewing, showing dotted line reporting relationships and contact details via org chart view.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
184	Human Resources	Total Rewards	The system has the ability to interface with state benefit systems (PeopleFirst).	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
185	Human Resources	Payroll	The system has the ability to receive requests to update payroll definitions, assess the request, and submit the changes for review through a workflow process.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
186	Human Resources	Payroll	The system has the ability to determine appropriate pay based on hours and shift (multiple shift definitions and differentials, pay and payments) and to allow one time payments to be included in earnings.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
187	Human Resources	Payroll	The system has the ability to run period reports for statutory deductions, balance report for other taxes, and run payroll reconciliation reports.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
188	Human Resources	Payroll	The system has the ability to run year- end tax and payroll reconciliation report to generate year end employee earnings and tax statement. The system should be able to review and reconcile the results so that errors can be identified and corrected and to provide calendar and/or to do items as part of a manager dashboard.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
189	Human Resources	Human Resources	The system has the ability to support performance management workflows.The system has the ability for managers and employees to set, review, approve and change performance goals online.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
190	Human Resources	Talent Acquisition	The system has the ability to allow recruiters / human resources staff to have a view of all applications including status (e.g. new, awaiting documentation from candidate) and to automatically assign applications to specific recruiters / users for action / management through the recruitment process based on rules (e.g. geographic location, type of application). The system allows for integratin with external third party systems (LinkedIn & Indeed). This capability should include the tracking of job postings and results by user-defined attribute (e.g., supervisor, location, department).	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
191	Human Resources	Worker Onboarding	The system has the ability to route requests for background checks to a third party provider and to automatically receive results from background check vendors and store in system for those candidates.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
192	Human Resources	Worker Onboarding	The system has the ability to provide online access to new hires for the review and completion of pre-day one information and forms (e.g., direct deposit, tax forms, background check authorization, US I-9, benefit elections)	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
193	Human Resources	Worker Onboarding	The system has the ability to initiate pre-hire employment requirements / checks (e.g., background) including the transmittal to external vendors who will be conducting these checks.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
194	Human Resources	Human Resources	The system has the ability to manage employee time records, monitor time off requests, process these requests, and submit for approval. The system should be able to support job costing at two levels of detail (e.g., project level, project role, developer vs. PM) with multiple project attributes and to engage in predictive modeling.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
195	Human Resources	Workforce Administration	System includes or is readily integrated with a document storage solution.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
196	Human Resources	Talent Acquisition	The system has the ability to generate an offer letter and track hire date and start date and to schedule orientation for new hires.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
197	Human Resources	Worker Onboarding	The system has the ability to automate onboarding pre-day one information, access, and forms and verifications by employee type (e.g., employee have one type of “packet”; students have different “packet”)	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
198	Human Resources	Worker Onboarding	The system has the ability to trigger notification when onboarding steps are not completed by expected due dates.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
199	Human Resources	Learning	The system has the ability to identify certain learning activities as required for compliance and to tie organizational training to individual development process annually and trigger notification of potential learning need to supervisor hiring or transferring staff.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
200	Human Resources	Learning	The system has the ability for departments to create courses and manage their own content and compliance and to support these efforts through the creation, editing and management of department level job aids. The system should be able to manage the approval of these courses through workflow.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
201	Human Resources	Learning	The system has the ability for reporting of course offerings by name, vendor, skills developed, etc. and maintain a list of preferred providers and logistical requirements for courses offered off site.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
202	Human Resources	Learning	The system has the ability to record training completed for programs offered inside and outside the company, allow updates by learner with approval by supervisor if required and maintain completed course records indefinitely.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
203	Human Resources	Human Resources	The system has the ability for the employee to provide input into their development plan and for a manager to approve the development plan.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
204	Human Resources	Total Rewards	The system has the ability to automate forms administered in Health & Welfare Benefits (e.g., 401K form to be sent automatically to the vendor after completion).	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
205	Human Resources	Workforce Administration	The system has the ability to manage and track employee relations (e.g., policy compliance, internal investigations, contract management employee counseling).	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
206	Human Resources	Time Management	The system has the ability to create and support a period schedule, apply core hours, and be able to identify what is unfilled to allocate hours to the unfilled hours. The system should be able to publish the schedule.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
207	Human Resources	Time Management	The system has the ability to monitor the schedule and make any modifications necessary.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
208	Human Resources	Human Resources	The system should have the ability to support time collection leveraging multiple devices and processes, including standalone time clocks, employee self-service and smartphones.	Workday Core HCM, Payroll, Cloud Connect for Benefits, Recruiting, Time Tracking
209	Procurement	Sourcing	The system has the ability to fully integrate with external sourcing systems to support RFX activities (e.g., PlanetBids, GovWin, BidNet, state procurement registries).	Workday Strategic Sourcing
210	Procurement	Sourcing	The system has the ability to interface with external industry data analytical databases	Workday Strategic Sourcing
211	Procurement	Sourcing	The system has the ability to support e- sourcing RFX processes (reference Request for Proposal (RFP), Request for Information (RFI), Request for Quote (RFQ), and Request for Bid (RFB)), provide system user-configurable templates, post bids, perform Q&A, summarize responses and award vendors through a supplier portal.	Workday Strategic Sourcing
212	Procurement	Sourcing	The system has the ability for vendors to respond to RFX activities with dynamic pricing, add / upload attachments (e.g., specifications) as part of the sourcing event (at header level and item level) without data size restrictions, and conduct Q&A sessions with vendors electronically.	Workday Strategic Sourcing
213	Procurement	Sourcing	The system has the ability to edit start date / end date of sourcing event (e.g., RFX will close XX days after launch, RFX will close on specific date / time) and perform RFX optimization exercises, filtering, analysis across multiple vendors at the SKU level to determine potential savings.	Workday Strategic Sourcing
214	Procurement	Sourcing	The system has the ability to automatically match and validate vendor RFx cross references.	Workday Strategic Sourcing
215	Procurement	Sourcing	The system has the ability to award vendors, notify them electronically and integrate (upload/update) awarded pricing electronically into ERP Item Master.	Workday Strategic Sourcing

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
216	Procurement	Requisitioning	The system has the ability to create requisitions for products, services, support punch-out with multiple vendors, default requisitioned information when end users complete a requisition and create requisitions in all payment item options.	Workday Core Financials & Workday Procurement
217	Procurement	Requisitioning	The system has the ability to interface with UPS / FedEx feed to bring in tracking information for end user viewing and tie POs to tracking numbers.	Workday Core Financials & Workday Procurement
218	Procurement	Requisitioning	The system has the ability to have an approval workflow for requisitions (e.g., escalation, delegation) that provides budget info to approvers, provide guided buying workflows as defined by certain requirements based on initial item selection and notifications, create/have customized workflow paths for certain requisition types based on business decision at both header and line level (e.g., purchase type, requester delivery location, dollar threshold) and support the attachment of external documents and include notes.	Workday Core Financials & Workday Procurement
219	Procurement	Requisitioning	The system has the ability for the requisition to dynamically re-evaluate the required approval flow based on changes made to a purchase order during the approval process (based on status per business needs), and provide different approval workflows by line item where there are multiple items on a PO.	Workday Core Financials & Workday Procurement
220	Procurement	Requisitioning	The system has the ability to support the flow of requisitions into sourcing events (e.g., RFP, RFI, RFQ).	Workday Core Financials & Workday Procurement
221	Procurement	Requisitioning	The system has the ability to build / designate different requisition and purchase order types based on business decisions and system based pricing thresholds.	Workday Core Financials & Workday Procurement
222	Procurement	Requisitioning	The system has the ability to display item attributes on the order page (e.g., manufacturer name, vendor catalog #, manufacturer catalog #, UOM) and display images to users during the requisition process, configure which data fields are viewed on the order page and identify and show product substitutes and product/pricing comparisons on one screen.	Workday Core Financials & Workday Procurement
223	Procurement	Requisitioning	The system has user-defined assignment of default values (e.g., accounting data, ship to/deliver to), capture notes and comments on requisitions (by requisition header and by line) that transmit to the purchase order.	Workday Core Financials & Workday Procurement
224	Procurement	Requisitioning	The system has the ability to attach multiple quotes (including through document management solution), approval documentation, sole source documentation, etc. to a requisition. Ability for attachment to flow to PO for buyer viewing and supplier if designated.	Workday Core Financials & Workday Procurement

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
225	Procurement	Requisitioning	The system has the ability to support entry of credits on the requisition form to support processes, allow unidentified receipts to be processed against a purchase order to add credit amount back to the PO at header and/or line level (e.g., blanket PO allowing funds to be reused) and allow Accounts Payable to apply vendor credit back to the Purchase order, which will update the vendor contract and the department's budget. The system is able to add requisition lines to an existing PO, and be able to reference the PO number.	Workday Core Financials & Workday Procurement
226	Procurement	Requisitioning	The system has the ability to allow users to requisition on behalf of others and cancel requisitions or individual requisition lines.	Workday Core Financials & Workday Procurement
227	Procurement	Requisitioning	The system has the ability to create different types of POs to include standard, service, blanket, bill-only, repair, bill and replace, capital, and scheduled POs. Ability to have service POs and/or blanket POs. The system should be able to allow the referencing of another PR/PO, allow users to edit the data before it moves through approval workflow, accommodate an automated approval for service PO funds and show remaining service PO funds with notifications for low funds.	Workday Core Financials & Workday Procurement
228	Procurement	Requisitioning	The system has the ability to build custom required fields needed to complete a requisition with notifications to end users if they don't fill out, pull in last price paid for requisitioning, flag a requisition as a priority with corresponding facilitating workflow (e.g., not auto-routed, go to top of buyer's queue) and escalate a requisition approval to someone else of equal or higher level within a financial hierarchy. The system should be able to reference Asset Shells, Asset CIP Shells in PO/ PR.	Workday Core Financials & Workday Procurement
229	Procurement	Requisitioning	The system has the ability to limit the creation of a PO by the end user for line items that have exceeded the approved budget and to configure alerts if a purchase order is not automatically generated after the requisition has been submitted (e.g. insufficient funding).	Workday Core Financials & Workday Procurement
230	Procurement	Requisitioning	The system has the ability to identify / designate general ledger account per requisition line with split accounting options and leverage user-accessible drop down boxes or frequently used lists to support these assignments.	Workday Core Financials & Workday Procurement
231	Procurement	Requisitioning	The system has the ability to attach documents (include linking from the document management system) or URLs to PO at header or to specific line, from the requisition attachments or manually.	Workday Core Financials & Workday Procurement
232	Procurement	Requisitioning	The system has the ability to carry forward open items on the purchase order from one fiscal year to another, automate the fiscal year end PO roll over process and include a quality assurance process to ensure PO encumbrance roll over is successful.	Workday Core Financials & Workday Procurement

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
233	Procurement	Requisitioning	The system should establish appropriate encumbrances and sync up those encumbrances for modified or canceled POs.	Workday Core Financials & Workday Procurement
234	Procurement	Requisitioning	The system has the ability to allow users to request administrative changes to purchase orders using a requisition, and for authorized personnel to modify POs after they have been released. The system should be able to connect to the supplier (portal) and record and track the changes in the supplier record.	Workday Core Financials & Workday Procurement
235	Procurement	Requisitioning	The system has the ability to record and approve partial or full receipts of goods or services via a workflow function and notification system, process a product return to vendor and update the PO and provide an audit of receiving data by user ID, date and timestamp..	Workday Core Financials & Workday Procurement
236	Procurement	Requisitioning	The system has the ability to track fuel receipts/ consumption in gallons of fuel based on PO committed amounts that get priced at daily fuel prices and still support three-way matching for payment.	Workday Core Financials & Workday Procurement
237	Procurement	Requisitioning	The system has the ability to send match exception notifications to designated users and the ability for those users to document and view exception comments on a shared page / document.	Workday Core Financials & Workday Procurement
238	Procurement	Purchasing	The system has the ability to send PO changes to the vendor without resending the entire PO and to accept PO acknowledgments.	Workday Core Financials & Workday Procurement
239	Procurement	Purchasing	The system has the ability to create supplier performance scorecards for each category (e.g., basic, strategic) that will track vendor performance and provide system notifications to staff with low performance markings.	Workday Core Financials & Workday Procurement
240	Procurement	Reporting and Analytics	The system has the ability to default payment terms on PO according to contract terms and auto-notify of expiration dates 30, 60, 90 days before expiration date. The system should be able to initiate notifications 6 months in advance of expiration dates and set user-defined alert triggers (e.g., bond / insurance expiration, contractor meetings, close-out meetings, documentation).	Workday Core Financials & Workday Procurement
241	Procurement	Reporting and Analytics	The system has the ability to see full requisition to pay lifecycle with drill down reporting, track PO history, provide an audit of PO creation and changes (e.g., by user ID, date, timestamps) and support rebates with real-time speed. The system is able to produce this information one PO inquiry at a time and displayed where each line, (e.g., corresponding receipt, invoice, credit and payment etc.) is displayed in a user-friendly manner. The system should be able to accommodate reporting for all procurement related items (e.g., PR, PO, Receipt, Invoice, and Payment).	Workday Core Financials & Workday Procurement

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
242	Procurement	Reporting and Analytics	The system has the ability to provide both standard and user-defined ad hoc purchasing reports (e.g., PO lines processed/buyer, # and \$ amount of POs, service line / department reporting) and create reconciliation reports. The system should allow end users to configure and view reports through self-service capabilities.	Workday Core Financials & Workday Procurement
243	Procurement	Reporting and Analytics	The system has the ability to provide spend reporting and dashboard capabilities across vendors, cost centers, contracts, and different spend commodities to identify potential savings opportunities and aggregate, categorize, and normalize spend data based on user requirements.	Workday Core Financials & Workday Procurement
244	Procurement	Reporting and Analytics	The system has the ability to have real- time operational metric reporting (e.g., spend managed by sourcing / buyer, number of POs processed / buyer).	Workday Core Financials & Workday Procurement
245	Procurement	Reporting and Analytics	The system has the ability to provide "invoiced not received" reporting for exception matching and "receipts not invoiced" reporting for accruals.	Workday Core Financials & Workday Procurement
246	Procurement	Reporting and Analytics	The system has the ability to aggregate spend and have procurement analytics that comprise dashboards with the ability to drill into procurement and payment transactions providing transparency and visibility of payments processed against contract purchase orders, etc.	Workday Core Financials & Workday Procurement
247	Procurement	Reporting and Analytics	The system has the ability to have a dashboard that shows work in queue (e.g. open sourcing events, # of open contracts that need to be approved, # of contracts/vendor, spend per each contract, when each contract will expire).	Workday Core Financials & Workday Procurement
248	Project Management and Accounting	Project Creation & Approval	The system is able to capture contract number, contracting entity, bid results, awards details, start / end dates, associated account numbers (e.g., general ledger, banks) and to create projects across fiscal years supporting a variety of project types such as capital, work-orders (non-capital expenditures) that are approved through workflow processes.	Workday Projects
249	Project Management and Accounting	Project Creation & Approval	The system is able to identify key project dates (e.g., start, milestones), generate a pre-defined project activity list to better track depreciation and costs per department, assign resources (e.g., vendors, personnel, equipment, activities), assign responsible officials, create and maintain activity codes for tracking, identify and link multiple funds, funding sources, expenditure types and fixed assets for each project, and link multiple projects. Ability to monitor progress by time and budget, as well as make the necessary changes in Project Master Data.	Workday Projects
250	Project Management and Accounting	Project Creation & Approval	The system is able to create a budget or support linking of a budget from the budget management functionality for a project, track the budget vs. actuals from the inception date, create a project forecast along fiscal year or other than fiscal year basis, create budgets for a project (e.g., monthly, fiscal year, calendar year, custom period), create custom project checklists, and support assignment of multiple projects to a grant and multiple grants to a project.	Workday Projects

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Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
251	Project Management and Accounting	Project Creation & Approval	The system has the ability for seamless real-time integration to other systems / applications (e.g., inventory systems, financial asset management systems, time management, timesheets, task management, resource scheduling systems) and to other external systems.	Workday Projects
252	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to track contractors (through procurement), capital labor costs in real time and provide a “roll up view” for annual reporting purposes, and track committed funds for the project (both expenditures and future commitments). Include the creation of phases for a project and tracking the project through the phases during its life cycle.	Workday Projects
253	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to calculate and allocate overhead costs evenly or from pre-defined user criteria, automatically calculate a pre-determined overhead rate / burden for capital invoices, and manage CIP, grant funded CIP, bond funded CIP, and non-CIP projects including milestones, PS, schedules and their financial schedules.	Workday Projects
254	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to capture and track previous task orders, capture unspent budget dollars from the previous fiscal year and transition to the next fiscal year.	Workday Projects
255	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to track and maintain project budget and actual data at the project and general ledger levels and record obligations or federal funds as a result of awards. The system is able to provide cash flows for current and future years.	Workday Projects
256	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to ensure status change of the Project after all costs are booked.	Workday Projects
257	Project Management and Accounting	Period End Close, Reporting and Analytics	The system has the ability to exclude / include invoice detail data elements, allowable charges and overhead for specific or all invoices.	Workday Projects
258	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to establish and manage retainage on project invoices through a workflow process, calculate the remaining retainage balance and apply it to the last payment on the task order, and review unbilled project expenditures.	Workday Projects
259	Project Management and Accounting	Period End Close, Reporting and Analytics	System has the ability to automate project billing and revenue forecast to integrate with the project system draw down process.	Workday Projects
260	Project Management and Accounting	Manage Project Billing and Revenue	The system is able to support user- defined project analytics, including a Earned Value Analysis (EVA), forecasts and scenario analysis.	Workday Projects
261	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to allow the designated user to report / query off project hierarchy	Workday Projects
262	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to close project purchase orders and project codes, validate deliverables against contract requirements and acceptance criteria, and produce and include project expenditures comparative reports at project closeout.	Workday Projects

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
263	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to record and track all capitalized costs and create assets before and during project completion through real-time integration with the Fixed Assets module. Ability to project capital plan prioritizations (e.g., spending scenarios), and formulate financial constraints.	Workday Projects
264	Project Management and Accounting	Capitalize and Close Project	The system is able to track and generate a report that details outstanding invoices due based on user-defined criteria (e.g., pre-defined time period, project, contractors, partners) to support reimbursements due.	Workday Projects
265	Project Management and Accounting	Capitalize and Close Project	The system is able to track the project closeout process and document the activities and approvals with a dynamic workflow system.	Workday Projects
266	Project Management and Accounting	Capitalize and Close Project	The system is able to record and track operating expenditures and budget actuals for projects.	Workday Projects
267	Project Management and Accounting	Reporting	The system is able to track project related key performance indicators (KPIs) and metrics to facilitate the tracking of project progress.	Workday Projects
268	Grants Management	Reporting	The system is able to report on grant activity by GL accounts and generate the project compliance report.	Due to limited number of Grants processed, CFX does not intend to include the Workday Grants Management Module. CFX previously included these requirements as optional and requests the SI to confirm removing the requirements will not limit the functionality of other modules.
269	Grants Management	Grant Applications	The system has the ability to identify available grant funding, support the preparation of grant applications and track grant application proposal status per funding source. The system should be able to set-up a pre-award budget and provide Project Manager input through workflow. The system has the ability to provide a grant award notification to a pre-defined group of users (e.g., grant accountant, grant initiator) and integrate with third parties to include other.	See comment in requirement 268

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
270	Grants Management	Award Set up	The system has the ability to set up the grant by establishing the grantor, creating the award template, creating a robust account structure to support Award / Project / Activity information with greater detail that what will be provided to the general ledger, entering the award details and allowing the allocation of cost share percentages, which can be a fixed amount or a percentage . The system should be able to categorize grants according to the award of the grant (single year or multiyear) and set-up pass through grants.	See comment in requirement 268
271	Grants Management	Award Set up	The system has the ability to set up pass through grants. The system should be able to track all grant expenses that are 100% local share, but that are a part of the total grant award.	See comment in requirement 268
272	Grants Management	Award Set up	The system has the ability for the automated calculation and subsequent processing of facilities and administration (F&A) overhead charges for awards / projects. The system has the ability to process indirect costs.	See comment in requirement 268
273	Grants Management	Award Set up	The system has the ability to design a grants-specific accounting distribution that is captured in a standard way throughout all transaction entry pages (e.g., purchase order entry, journal entry, supplier invoice entry) that is based on a fixed dollar amount or a percentage.	See comment in requirement 268
274	Grants Management	Award Set up	The system has the ability for salary and effort allocations to sponsored projects as well as to operational departments entered by defined users and allows for appropriate approval process flows to activate those allocations	See comment in requirement 268
275	Grants Management	Award Management	The system has the ability to review and post all Subledger transactions, review transactions, projects and grant coding when reviewing expenditures and posting to the general ledger (including when corrections need to be made) and take corrective actions within the source system.	See comment in requirement 268
276	Grants Management	Award Management	The system has the ability to attach supporting documentation or a link to each award and provide access for each user for visibility to the documentation.	See comment in requirement 268
277	Grants Management	Award Management	The system has the ability to support an annual or multi-year funding allocation process that allows for both expenditures and budgets to carry-over from a prior budget period.	See comment in requirement 268
278	Grants Management	Award Management	The system has the ability to add new contract lines to a contract, update the contract amount on a contract, make administrative changes to a contract, automatically process amendments, and allow movement of resources between grants, activities, or budgets.	See comment in requirement 268
279	Grants Management	Award Management	The system has the ability to track and differentiate between purchased assets and leased assets and track the funding sources (e.g., bonds, grants, other sources)used for these purchases.	See comment in requirement 268

See Section V of the Scope of Services for detailed description of Attachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
280	Grants Management	Integration	The system has the ability to integrate in real-time with the other relevant application modules (e.g., Procurement, Accounts Payable, General Ledger, Fixed Assets, Projects, Expense Management, Contracts, Billing, Accounts Receivable, Time Entry, Payroll, HR, Non-Employee management systems). The system should be able to process changes to obligations / encumbrances (e.g., purchase orders balances related to grants), and utilize workflow to obtain approval of grant funded transactions and federal clauses.	See comment in requirement 268
281	Grants Management	Manage Billing and Revenue	The system has the ability to integrate grant billing approvals and request for reimbursements with the functionality in the procurement department, including the ability to track billing and costs by grant funding source and by codes that are specific to each grant agency. The system is able to separate specific costs in project billing to distribute across multiple grants and identify unallowable costs.	See comment in requirement 268
282	Grants Management	Manage Billing and Revenue	The system has the ability to generate invoices for grant sponsors leveraging sponsor templates and to product a Letter of Credit draw that can also store previously billed amounts.	See comment in requirement 268
283	Grants Management	Manage Billing and Revenue	The system has the ability for the automated calculation and subsequent processing of facilities and administration (F&A) overhead charges for Awards / Projects so that F&A rates and rate basis can be accessed by award with effective dates and with all historical changes available online. The system should be able to automate grant receipts to open receivables related to grants at the moment that transactions are imported.	See comment in requirement 268
284	Grants Management	Manage Billing and Revenue	The system has the ability to manage all grant billings through the system that can be approved through a configurable workflow process and generate postings for the general ledger.	See comment in requirement 268
285	Grants Management	Manage Billing and Revenue	The system is able to capture multiple change orders, grants and funds transfers within a project, make adjustments to reimbursement payments, and to support adjustments to reimbursement payments due to organizational change and change in the grants reimbursements process leveraged by budget adjustment templates.	See comment in requirement 268
286	Grants Management	Reporting	The system has the ability to provide a full range of user-define grant reports to include a Grants Summary Report (Budget, Commitments, Spend), Revenue and Expense Report for each award, Milestone Report, Grant Receivable Aging Report, Detailed Grant Trial Balance Report, and Obligations and Unliquidated Obligations Report. These reporting capabilities should align with grant requirements set by the grantor (e.g., other, FFR, other entities).	See comment in requirement 268
287	Grants Management	Reporting	The system has the ability to integrate in real-time with other source systems (e.g., Accounts Payable, Payroll/HR, Pre- Award System) to support standard and ad-hoc reporting needs.	See comment in requirement 268

See Section V of the Scope of Services for detailed description of Atttachment 1

Count	Process Level 1 Name	Process Level 2 Name	Requirement Details	Workday Proposed Modules
288	Grants Management	Reporting	The system has the ability to set up tolerances to identify expenditures that experience an overrun or underrun. The system is able to provide access to external auditors to review underrun and overrun amounts.	See comment in requirement 268
289	Grants Management	Reporting	The system has the ability for users to create custom queries, reconciliation reports, and exception reports.	See comment in requirement 268
290	Grants Management	Grant Close Out	The system has the ability to develop an Award Closeout Checklist that can be partially automated and provide an efficient close out of an Award / Project / Activity by role and/or user.	See comment in requirement 268
291	Grants Management	Integration	Ability to provide a reimbursement draw down process that would also accommodate reimbursements from the Federal grantor systems	See comment in requirement 268



Central Florida Expressway

Workday Implementation

Avaap

As of February 22, 2024

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Statement of Work

Client	Central Florida Expressway
MSA Date	January 22, 2024,
SOW #	
Project Name	Workday Implementation

Responsible Parties

For this project effort, the following individuals will be responsible for all communication, work products, and accountable to their respective organizations in meeting the terms of this SOW.

Avaap Executive Sponsor		Client Project Sponsor	
Name:	Ken Takata	Name:	
Phone:	202-660-2805	Phone:	
E-mail:	ken.takata@avaap.com	E-mail:	

Description of Services - Your Way

Description of Services

The Avaap Workday deployment services (the “Services”) are designed to support Client’s assessment, configuration, testing, and deployment of the Client-provided Workday software solution, as a replacement for the system(s) currently used by Client. Configurations are limited to the capabilities inherent within the standard Workday solution.

Further scoping discussions and understanding of business needs may alter the proposed approach and be reflected in a detailed project plan mutually agreed upon with Client or as an amendment to this SOW. Deviations from project scope, as set forth within this SOW, must be agreed upon by both parties in writing and follow the Change Control Procedure.

The Client will be leveraging the Avaap Elements Approach for this project. The Avaap Elements Approach builds on Workday’s Your Way Deployment Methodology for Human Capital Management, Payroll and Financials. This approach is a largely prescriptive approach to implementation and will leverage a preconfigured tenant built on Workday’s extensive learnings from previous deployments. To facilitate design and data collection for the configuration scope, all functional requirements are assumed to be collected during the Workday discovery and data collection process.

Details of the project scope are provided in the “Detailed Project Scope” appendix which is incorporated and made part of this SOW as Appendix A. Any feature, functionality, or integration not explicitly identified in such appendix, a negotiated work product listed in the Work Product below, or in Client’s Order Form with Workday, is considered outside the scope of the Services. Additionally, any new functionality delivered by Workday in an update after the Plan Stage of the Project phase has been completed, as indicated by creation of the configuration tenant, will be considered out of scope unless explicitly identified in this SOW.

The scope of work set out below describes the services of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, training, and project management that will be a part of the project. This scope will be delivered as part of a deployment approach of the Workday solution as outlined below.

Deployment Approach

Project Phase	Description
Phase 0 – Strategic Alignment and Pre-Project Planning	Governance and Project Management, Guiding Principles and Success Indicators Organizational Model, Transformation Workshops, Business State of Affairs Workshop, Enterprise Data and Technical Strategy (Integrations, Access & Identity Management, Data Conversion, Reporting & Analytics), Organizational Change Management (OCM)
Phase 1 - Implementation	<ul style="list-style-type: none"> • Human Capital Management • Payroll • Financials • OCM

Schedule and Scope

Schedule

The schedule for the project is based on the approach, scope and methodology described in this SOW. Unless mutually agreed upon, Services will commence within business days of the Effective Date or according to the Schedule outlined below, whichever comes first, and continue until the Project is complete.

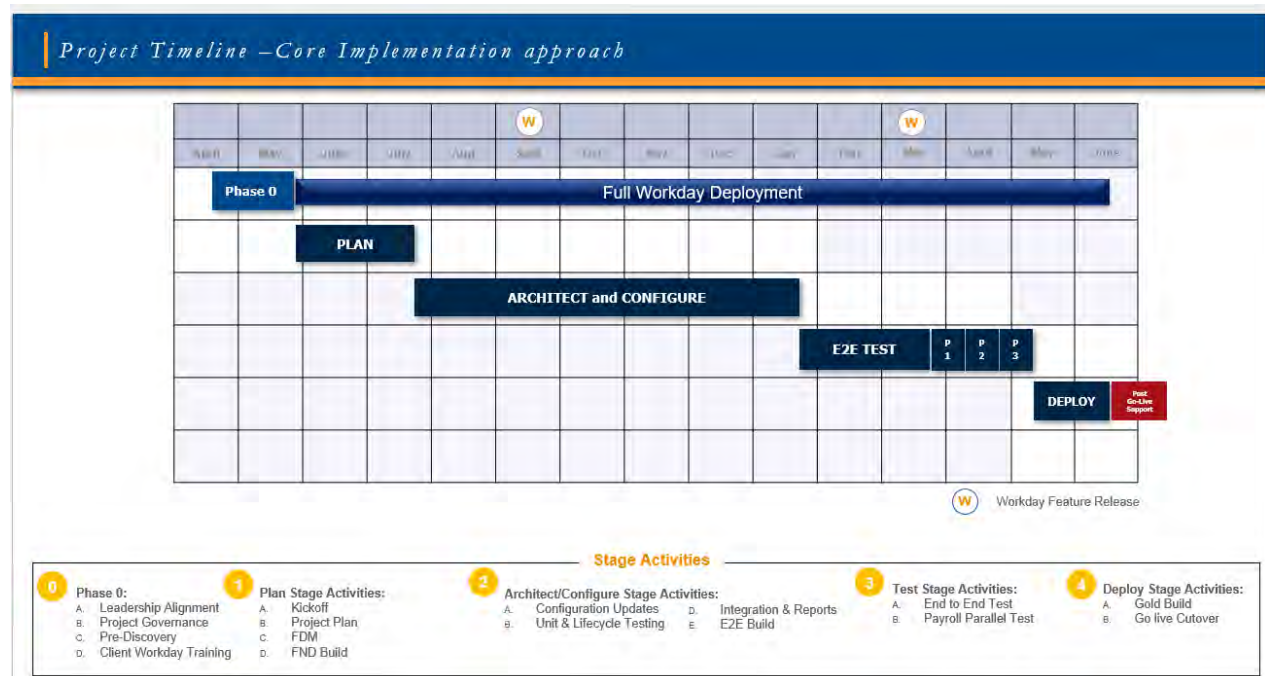
The following notional timeline provides for specific dates for each activity outlined in Appendix A. The timing of each activity may vary based on Client's ability to resource and execute on its own actions and work products.

Phase 0 – Pre-Project Planning

Estimated Dates	
Start	Finish
4/15/2024	5/15/2024

Phase 1 – Core Implementation

Estimated Dates					
	Plan	A&C	Test	Deploy	Post-Prod
Start Date	5/16/2024	7/15/2024	1/16/2025	5/16/2025	7/1/2025
Finish Date	7/15/2024	1/15/2025	5/15/2025	6/30/2025	7/31/2025



Implementation Scope

Workday will be configured in accordance with Workday software subscription procured by the Client and the information provided below:

Client Environment	Scope
Employee Population	98 update per scope, to include full/part time, part time, other special populations, as appropriate.
Language	All communication, documentation, data, and work products will be delivered in English. Translations are not in scope.
Currency	US currency
Countries	USA

The following Functional Areas are included in scope and will be configured in accordance with Functional Scope outlined in Appendix A, Project Scope.

Functional Area	Workday SKU
Core HCM	CHCM
Core Compensation	CHCM
Onboarding	CHCM
Cloud Connect for Benefits	CCB
Recruiting	REC
Payroll for US	USP
Absence Management	CHCM
Time Tracking	TT
Core FIN	FIN
Financial Accounting	FIN
Banking, Settlement, & Cash Management	FIN
Budgets	FIN
Business Assets	FIN
Supplier Contracts & Accounts	FIN
Customer Contracts & Accounts	FIN
Procurement	PRO
Strategic Sourcing (Essentials)	WSS
Expenses	EXP
Projects	PRJT
Project Billing	PRB
Adaptive Financial Planning	PLNF

Change Control Procedure

Either Client or Avaap may request changes to the Services, Service work products, and/or any other aspect of a SOW through a written change order ("Project Change Order"). Promptly thereafter Client and Avaap shall discuss what impact the Project Change Order will have on the Services and Service work products and on pricing, timing, quality, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the parties as a result of the foregoing process shall be set forth in a change order signed by the parties ("Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW.

Neither Client nor Avaap is obligated to change the Services, Service work products, or any other aspect of a SOW unless a Change Order for such change has been signed by the parties and Avaap shall not be required to suspend its performance of the Services while the negotiation of a Change Order is ongoing. If any of the following events occur while Avaap is engaged to provide the Services (each a "Change Order Event"), Avaap shall be entitled to a Change Order to the applicable SOW to eliminate such adverse impact (the following list is not all-inclusive):

- (i) The scope, approach, or timing of the Services change;
- (ii) Delays are encountered that are beyond the reasonable control of Avaap, including delays caused by third party software and hardware vendors or their related products and/or services;
- (iii) An assumption set forth in the applicable SOW is invalid; or
- (iv) Client fails to meet its obligations outlined in this Agreement or the applicable SOW.

Avaap shall notify Client within a reasonable period after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in the applicable SOW, if Client and Avaap do not sign a Change Order within thirty (30) days of Client's receipt of such notice, Avaap may suspend or terminate the Services upon written notice to Client. Change Orders will only be binding when signed by authorized representatives of each of Client and Avaap.

General Assumptions

Client and Avaap agree to the following:

- Avaap will access only Client-specified environments.
- Client will review and provide responses or approvals for all agreements, key decisions, and work products within 10 business days.
- Avaap will access Client's production systems other than Workday only after receiving prior, written authorization.
- Updated Workday functionality will be assessed for inclusion in the project scope subject to Client Project Manager review and approval.
- Client managers and personnel representing the functional areas named in this Statement of Work commit to making the necessary staff available to assist with the successful execution of this project as identified in this SOW. This level of participation is essential to assuring the timely completion of all project tasks, and to achieving the "self-sufficient" level of knowledge-building Client desires. During the Plan stage, Avaap will identify the tasks that are expected of Client in the form of a Project Plan.
- Client and Avaap will complete all work products necessary to support Services as outlined in Appendix B within the time agreed.
- Avaap will work closely with Client to identify the impacts of any delays and will discuss all options before coming to a mutual agreement on the next steps.
- Client agrees to advise Avaap of its schedule in sufficient detail and any periods of unavailability to allow for the effective and efficient deployment of Avaap's resources and planning for all project activities over the life of the project.
- If Client decides to delay project based on circumstances outside the control of Avaap, Avaap reserves the right to revisit and revise the project's estimated costs and assigned team members as reasonably required following discussions with Client.
- Avaap is not responsible for schedule delays due to Workday or the Workday Service. Except for specific tasks identified in this SOW, the Client owns the relationship with Workday, the Workday Service and the Workday work products and any such delays arising from or related to Workday, the Workday Service and the Workday work products shall not be allocated to the fault of Avaap.
- Workday Training, Workday Delivery Assurance services, and the Workday Adoption Kit will be purchased directly from Workday and are not included in Avaap's Professional Fees.

Note: The Original Pages 6 thru 8 of 82 have been removed and utilized as the basis for AVAAP USA negotiated price proposal identified as Exhibit C – Negotiated Price Proposal.

Appendix A: Detailed Project Scope

Project Scope

The overall guiding philosophy of the project assumes that the Client will adopt the standard business processes delivered by Workday to streamline operations to provide efficiencies across agencies and departments across the organization. As part of the implementation Avaap will identify and recommend industry best practices for the Client's Workday solution.

This section provides the detailed project scope and Avaap's scope assumptions. The processes listed below in the "Functional Configuration and Setup" sections are representations of key Workday business processes and configuration to be delivered.

During the Architect & Configure stage of the project, Avaap and the Client conduct iterative design sessions, taking into consideration the scope assumptions detailed in this section. If these sessions identify items that are not in scope and were not included in the scope summary below, the Parties will work in good faith to resolve the omissions as outlined in the Change Control Procedures.

The mutual goal is to finalize the configuration designs during the Architect & Configure stage.

Phase 0 –Strategic Alignment and Pre-Project Planning

The Phase 0 activities include workshops and exercises that are typically completed before Avaap formally kicks-off the Workday methodology. During Phase 0, Avaap and the Client will focus on elements such as the leadership workshops, strategic alignment, project planning, and resource planning to help the Client prepare for the Workday project. The goal for this phase is to set the proper expectations for the project, to align leadership to the vision for Workday, and to establish the proper priorities to account for other on-going Client initiatives that may create contention for resources. This phase also provides an initial checkpoint for customer project readiness and minimizes inefficiencies once the implementation team is fully engaged.

Prerequisites

- Acquisition of appropriate software solution from Workday.
- Execution of the Statement of Work by both Avaap and Client

Planned Workshops

<i>Advisory Workday Transformation Workshop Overview</i>	
Leadership Summit	
<ul style="list-style-type: none"> • Topics include governance, decision-making, project vision statement, project guiding principles, project success indicators, and organizational transformation effectiveness. • The target audience is Client senior leadership. 	
Business State of Affairs Workshops	
<ul style="list-style-type: none"> • This workshop assists the Client with understanding critical business processes in anticipation of transforming the organization using Workday. • Discussion typically evolves from the current limitations and pain points into a discussion of adopting Workday using a foundation of delivered best practices, transforming processes, 	

Advisory Workday Transformation Workshop Overview

challenging the status quo, recognizing the opportunity to improve, and understanding regulatory vs institutional policy.

- Through this exercise we also look to help the client identify long-lead time decisions that need an action plan for resolution early in the project.

Enterprise Data Strategy Workshop

- These sessions lay the foundation for the Client to define a data conversion strategy and the corresponding policies to properly define what is being converted, how much is being converted, how it will be extracted, and how to manage data that is not converted into Workday.
- Through this exercise, an understanding of the current enterprise data ecosystem and future state data initiatives is established.
- Impacts and expectations for other enterprise data systems/processes (i.e., data warehouse, analytics) are captured, and opportunities to improve existing data strategy and architecture are discussed.

Technical Planning Workshop

- Provides an initial review/discussion of integrations and identifies data flow needs in/out of Workday.
- Allows for an initial discovery of reporting & analytics requirements and review of existing enterprise reporting capabilities.
- Provides a forum to discuss access & identity management approaches and how current tools need to interact in the future state with Workday based upon best practices.
- Lays the foundation for the organization to define a data conversion strategy and the corresponding policies to properly define what is being converted, how much is being converted, resources and tools available to execute a timely conversion, and how to manage data that is not converted into Workday.

The Change Workshop

- The organizational change management workshop “The Change” will provide change principles and concepts, leading through change, connecting with stakeholders and an overview of Avaap’s change management approach for the planned change event.
- The target audience is Client senior leadership.

Workday Implementation Workshop Overview

Job Catalog Alignment Workshop

- This workshop assists the Client with analyzing its current Job Catalog and how it can effectively map to Workday. Opportunities for realignment in the legacy system may be identified to ease the transition to the future state solution in Workday.

Program Director Pre-Planning Guidance Sessions

- In conjunction with the activities above, the Avaap Program Director and Engagement Manager will meet with the Client to provide guidance on topics such as project expectations, establishing a strong project team, project documents, and project/PMO setup.

Based on information gathered from the Client's requirements documents and refined during SOW Scoping Sessions, Avaap has defined the following scope for this implementation.

Functional Scope

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Primary Scope Considerations (indicated in tables below by [*]) represent key drivers for our proposed level of effort and a requested change would likely impact the level of effort and require a change order. Avaap and the Client work in good faith to identify a resolution.

Secondary Scope Considerations provide additional guidelines for how Avaap plans to configure the Client's solution. For items that have a metric listed next to them a 10% variance on metrics or work effort is included in our scope.

At the end of each Plan, Architect and Configure & Prototype project phase, we conduct a Scope Alignment Analysis effort to identify any differences in scope. If the level of effort (as mutually agreed upon) necessary to configure Workday exceed the contract contingency due to Client decisions that require any of the following quantities listed in the scope tables below to be exceeded, a Change Order may be required which may affect overall cost (level of effort) and timeline.

Avaap will also provide guidance and a knowledge sharing plan to empower Client functional/technical resources how to complete the activity. Avaap will also provide Workday best practice support as the Client configures the remaining items outside of the scope guidelines.

HCM Scope

Core HCM		
Functional Area	In Scope (Y/N)	Scope
Multi-Country	N	
Employee Contracts (Templates)	N	
Organization Structure per Organization Type (supervisory, cost center, company, region, location hierarchy) [*]	Y	Up to 1
Staffing Models (Position and Job Management Staffing Models) [*]	Y	Up to 1
Management Hierarchy [*]	Y	Up to 1
International Assignment Type	N	
Unions	N	
Retiree Organization	N	

Core HCM		
Functional Area	In Scope (Y/N)	Scope
Multiple Jobs	N	
Matrix Organizations	Y	
Custom Objects	N	
Custom Organizations	N	
Change Job Templates	Y	Up to 3
Onboarding Tours	Y	Up to 2
Onboarding Documents	Y	Up to 10
Flexible Work Arrangements assignments	N	
Custom Security	N	
HCM Modifiable BP's	<ul style="list-style-type: none"> • Hire Employee • Create Position • Contract Contingent Worker • Onboarding • Terminate Employee • Change Job • End Contingent Worker Contract 	

Compensation		
Functional Area	In Scope (Y/N)	Scope
Salary Plan [*]	Y	Up to 1
Hourly Plan [*]	Y	Up to 1
Allowance Plans	Y	Up to 3
One-Time Payments	Y	Up to 5
Period Salary Plans	N	
Compensation Packages [*]	Y	Up to 1
Severance Package	N	
Custom Security Groups	N	
Compensation Steps	Y	
Merit Plans	Y	Up to 1

Compensation		
Functional Area	In Scope (Y/N)	Scope
Consolidated Grids	N	
Stock Plans	N	
Bonus Plans	N	
Compensation Modifiable BPs	<ul style="list-style-type: none"> Request Compensation Change Request One Time Payment 	

Benefits		
Functional Area	In Scope (Y/N)	Scope
Benefit Groups [*]	Y	Up to 2
Benefit Providers [*]	Y	Up to 3
Coverage Levels	Y	Up to 5
Health Care Plans	N	<p>These plans are managed by People First</p> <p>Assumption: Benefit plans managed by People First will be updated, and maintained solely in People First. A file/integration from People First may be sent to Workday and applied via Payroll Input</p> <p>Initial enrollment by new hires and changes to coverage, will be completed in People First</p>
Insurance Plans	Y	Up to 5
Retirement Savings Plans	Y	<p>Up to 5</p> <p>Retirement Plans will be maintained in Workday for the purpose of storing the percentage or amount of deduction. The plan deduction amounts will be picked up by Workday payroll and included in the payroll processing. No investment transactions will be done in Workday</p>
Enrollment Events	Y	Up to 2 for Retirement and Insurance plans not handled by People First
Benefit Credits	N	

Benefits		
Functional Area	In Scope (Y/N)	Scope
Dependent Verification	N	
Retiree Benefits	N	
Enrollment Event Rules	Y	Up to 1
Grace Period ACA Eligibility	N	Assumption that People First will manage ACA
Wellness Credit	N	
Spousal Surcharge	N	
QLE	N	
Compensation Based Insurance Coverage Volume Changes	N	
Company HSA Contribution front loaded	N	HSA and FSA plans will be managed by People First. Deductions will be taken in payroll with established amounts and contribution limits
Union Benefits	N	
Benefits Modifiable BP's	<ul style="list-style-type: none"> • Change Benefits for Life Events • Change Benefits • Dependent Event • Passive Event 	

Recruiting		
Functional Area	In Scope (Y/N)	Scope
Job Application Workflows [*]	Y	Up to 1
Job Application Questionnaires	Y	Up to 5
Job Posting Locations	Y	Up to 10
Offer/Employment Agreement Workday Docs Templates [*]	Y	Up to 1
External Career Site [*]	Y	Up to 1
Internal Career Site [*]	Y	Up to 1
Internal Career Site for Non -Workers	Y	Up to 1
Automatic Stage Routing	N	

Recruiting		
Functional Area	In Scope (Y/N)	Scope
Notification Designer	N	
Custom Notifications	Y	Up to 10
Workday Reference Check (Templates)	N	
Custom Security	N	
Recruiting Modifiable BP's	<ul style="list-style-type: none"> • Job Application • Offer • Job Requisition 	

Payroll Functional Scope

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Payroll		
Functional Area	In Scope (Y/N)	Scope
Pay Groups [*]	Y	Up to 2
Unions [*]	N	
Legal Entities (FEIN)	Y	Up to 1
Bank Accounts & Routing Rules	Y	Up to 2 each
Run Categories [*]	Y	Up to 2
Pay Components	Y	Up to 150 (Earnings and Deductions) with up to 10 complex calculations
Period Schedules [*]	Y	Up to 2
Worker Costing Allocations	Y	Up to 80
State Tax Authorities [*]	Y	Not to exceed 4 states
Local Tax Authorities	N	
W2 Configuration	Y	
Excluded Payroll Modifiable BPs		

Absence		
Functional Area	In Scope (Y/N)	Scope
Leave Plans [*]	Y	Up to 10
Leave Entitlements [*]	Y	Up to 15
Holiday Calendars	Y	Up to 2
Leave Types	Y	Up to 10
Accruing Time off Plans on Primary Position [*]	Y	Up to 10
Leave of Absence Validations	Y	Up to 8
Exclude: Time off Balance Transfer		

Absence		
Functional Area	In Scope (Y/N)	Scope
Absence Modifiable BP's		<ul style="list-style-type: none"> Request Time off Correct Time off Request Return Leave of Absence Request Leave of Absence

Time Tracking		
Functional Area	In Scope (Y/N)	Scope
Alerts	Y	Up to 3
Time Entry Validations	Y	Up to 5
Time Calculations [*]	Y	Up to 10
Calculation Groups [*]	Y	Up to 5
Period Schedules	Y	Up to 2
Security Groups	Y	Up to 2 to support ESS & MSS
Time Codes	Y	Up to 10
Time Entry Code Groups	Y	Up to 10
Time Entry Templates [*]	Y	Up to 2
Project Worktag	N	
Work Schedule Calendars [*]	Y	Up to 5
Holiday Schedules	Y	Up to 2
Time tracking will not be used to enforce breaks and/or meals	Y	Up to 1
Countries	Y	Up to 1
Multiple Jobs	Y	
Unions	N	
Time Tracking Modifiable BP's		<ul style="list-style-type: none"> Assign Work Schedule Enter Time Report Time Batch Event

FDM Scope

The following scope assumptions are applied to the functional configurations outlined in the previous section. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday

Foundational Data Model		
Functional Area	In Scope (Y/N)	Scope
Up to 8 Custom Organizations or Worktags to support costing and financial reporting.	Y	Up to 8

FIN Scope

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Financial Accounting		
Functional Area	In Scope (Y/N)	Scope
Account Set [*]	Y	1 Primary Chart of Accounts for ALL companies
Legal Entities [*]	Y	Up to 1
Multi-Book Accounting (GAAP & non-GAAP)	Y	
Fiscal Schedule [*]	Y	1 Fiscal for ALL Companies
Allocation Definitions	Y	Up to 10
Ledger to Track Actuals, Commitments, and Obligations	Y	
Balancing by Company/Legal Entity and balancing worktags	Y	
Recurring Journal Templates	Y	Up to 15
Consolidation	N	
Commitment/Obligation ledgers for Financials	Y	
Commitment Accounting	Y	
Statistic Definitions	Y	Up to 10
Month-End and Year End Close Process	Y	
Transaction Matching	N	Up to 25 Matching Rules
Automated Transaction Matching	Y	
Account Certification	N	
Multi-Currency - Revaluation	N	

Financial Accounting		
Functional Area	In Scope (Y/N)	Scope
Custom Validations	Y	Up to 15
Modifiable Business Process	Accounting Journal Event <ul style="list-style-type: none"> Accounting Adjustment Event Accounting Journal Unpost Event Allocation Event <ul style="list-style-type: none"> Account Certification Event Average Daily Balance Event Equity Pickup Event Period Close Event Period Close Notification Event Record Intercompany Receipt Event Revaluation Run Event 	

Banking & Settlement		
Functional Area	In Scope (Y/N)	Scope
Financial Institution [*]	Y	Up to 5
Bank Accounts [*]	Y	Up to 20
Bank Account Management	Y	
Payment Types	Y	Up to 16
Check Layouts [*]	Y	Up to 4
Bank Account Transfer for Settlement	N	
Escheatment	Y	
Automatic Bank Reconciliation [*]	Y	Up to 2 Matching Rule Sets with Up to 25 Matching Rules

Banking & Settlement		
Functional Area	In Scope (Y/N)	Scope
		Up to 2 First Notice Rule Sets with Up to 25 First Notice Rules
Cash Forecasting	N	
Cash Positioning	N	
Payment Acknowledgement	N	
Prenote	N	
Positive Pay	Y	
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Ad Hoc Payment Event • Ad Hoc Bank Transaction Event • Bank Account Event • Bank Statement Event • Bank Account Transfer Event • Miscellaneous Payment Request Event • Settlement Run Event • Ad Hoc Bank Transaction Template Event • Ad Hoc Payment Template Event • Bank Account Transfer Template Event • Bank Account Transfer for Settlement Event • Bank Account Transfer for Settlement Template Event • Escheatment Item Event • Payment Return Event • Payment Return Statement Event • Review Bank Statement Line • Stop Item Event 	

Budgets		
Functional Area	In Scope (Y/N)	Scope
Plan Structures [*]	Y	Up to 10
Plan Templates [*]	Y	Up to 5
Import Budget via EIB	Y	
Check Budget (Financials)	Y	
Budget Close and/or Roll-forward	N	
Reporting		Financial Budget to Actual Reporting, including encumbrance and commitments
Custom Validations	N	
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Plan Event • Budget Amendment Event • Check Budget (Financial) 	

Procurement & Supplier Contracts		
Functional Area	In Scope (Y/N)	Scope
Supplier Catalogs [*]	Y	Up to 3
Supplier Contract Types [*]	Y	Up to 10 contract types. Enablement the following functionality only: Retention, Catalog, Scheduled/Manual Invoices, Scheduled/Manual Purchase Orders, Renewal Terms, Obligations, Operating Leases, Financial Leases, Receive Contract Lines, Variable Payment

Procurement & Supplier Contracts		
Functional Area	In Scope (Y/N)	Scope
		Excludes: Multi-supplier, Consignment, Multi-Participant
Purchase Order Layouts [*]	Y	Delivered PO Layout only
Supplier Links (Punchouts) [*]	Y	Up to 3
Procurement Commitment Accounting (REQ/PO)	Y	
Internal Service Providers & ISP Catalogs [*]	Y	Up to 5
Procurement Credit Cards [*]	Y	Up to 1 program
Purchase Items [*]	N	
Supplier Items associated with Purchase Items [*]	N	
EDI Integrations (810, 850, 855 & 856) [*]	N	
RFx Processing [*]	N	
Location Customer Account Number	N	
Ship To Locations	Y	Up to 100
Ship To/Deliver To Associations	Y	
Requisition Sourcing Rules	Y	Up to 15
Procurement Roll Forward	Y	
Custom Validations	Y	Up to 20
Custom Objects	N	
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	<ul style="list-style-type: none"> Requisition Event 	

Procurement & Supplier Contracts		
Functional Area	In Scope (Y/N)	Scope
	<ul style="list-style-type: none"> • Purchase Order Event • Change Order Event • Supplier Contract Event • Supplier Contract Amendment Event • Receipt Event • Mass Change Requisition Requester Event • Order From Supplier Connection Event • Procurement Card Transaction Verification Event • Receipt Adjustment • Receipt Accrual Event • Purchase Order Issue Event • Requisition Sourcing Event • Update Supplier Item Event 	

Supplier & Supplier Accounts		
Functional Area	In Scope (Y/N)	Scope
Suppliers [*]	Y	Up to 5000; USD only Excludes: Non-US addresses; Non-US supplier settlement accounts
Supplier Connections	Y	Up to 500
Supplier Categories	Y	Up to 5
Supplier Groups	Y	Up to 10
Supplier Classifications [*]	Y	Delivered values and up to 3 custom classifications
Reasons for Supplier Status Change	Y	Delivered values only

Supplier & Supplier Accounts		
Functional Area	In Scope (Y/N)	Scope
Questionnaire/Questions [*]	N	1 questionnaire layout with up to 10 questions
Payment Terms	Y	Up to 10
Payment Types [*]	Y	See Banking & Settlement section above
Payment Handling Instructions	Y	Up to 10
Supplier Payment ACH Remittance Email [*]	Y	Email with PDF file attached. Integration impact.
Aging Groups	Y	Delivered values only
Supplier Accounts Match Rule Set [*]	Y	1 match rule set with up to 12 rules; Medium complexity
1099 Configuration	Y	Spend category to 1099 Box mapping for MISC and NEC 1099s only
1099 MISC/NEC eFiling [*]	Y	Integration impact
Invoice Types by Country	Y	Up to 5
Invoice Adjustment Reasons	Y	Up to 3
Invoice Eligibility Rule for Netting	N	
Prospective Supplier Registration (External Site) [*]	N	
Supplier Portal [*]	Y	
OCR/AP Automation [*]	Y	Includes Work Queue Tags, Work Queue Tag Assign Rules, Invoice Assignments – Up to 10 in each component
Custom Validations	Y	Up to 15
Custom Objects	Y	1 custom object with up to 10 custom fields

Supplier & Supplier Accounts		
Functional Area	In Scope (Y/N)	Scope
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	<ul style="list-style-type: none"> • Supplier Event • Supplier Change Event • Supplier Request Event • Recurring Supplier Invoice • Supplier Invoice Event • Supplier Connection Event • Supplier Invoice Request • Supplier Accounts Match Event • Supplier Accounts Match Exception Override Event • Prepaid Spend Amortization Schedule Event • Prepaid Spend Amortization Event • 1099 MISC Adjustments 	

Transaction Tax (Sales)		
Functional Area	In Scope (Y/N)	Scope
Transaction Tax Enablement	Y	Transaction tax enablement for Customer Accounts only
Tax Authorities [*]	Y	Up to 4
Tax Recoverabilities	Y	Up to 2
Tax Applicability	Y	Up to 2
Transaction Tax Rates [*]	Y	Up to 10
Transaction Tax Codes [*]	Y	Up to 10

Transaction Tax (Sales)		
Functional Area	In Scope (Y/N)	Scope
Transaction Tax Rule for Country [*]	N	
Transaction Tax Rule Exception for Country [*]	N	
Transaction Tax Rule for Items [*]	N	
Transaction Tax Items Groups	N	
Withholding Tax Rate [*]	N	
Withholding Tax Rule for Country [*]	N	
Withholding Tax Rule for Items [*]	N	
Third-Party Tax Integration [*]	N	
Modifiable Business Processes	N	

Expenses		
Functional Area	In Scope (Y/N)	Scope
Business Purposes	Y	Up to 10
Spend Authorization Commitment Accounting [*]	Y	
Cash Advances	Y	
Expense Credit Cards [*]	Y	Up to 1 program
Travel/Shared Card [*]	N	
Expense Item Attribute Types	Y	Delivered values only
Configurable Expense Item Attributes	Y	Up to 10
Expense Item Group	Y	Up to 5
Expense Items [*]	Y	Up to 30
Hotel Itemization Mapping [*]	N	
Expense Policy Group	N	

Expenses		
Functional Area	In Scope (Y/N)	Scope
Expense Rate Tables [*]	Y	Up to 3 rate tables for basic mileage and per diem; tiered rates included No GSA rate load/integration
Travel Journals [*]	Y	Up to 2 for Per Diem setup
Spend Data	Y	Delivered Airlines, Travel Cities, Hotels and Car Rental Agencies
Spend Instructions for Expenses	Y	Basic formatting and URLs
Expense Reimbursement based on Benefit Allowance	N	
Expense Reimbursement for Non-Worker	N	
Travel Profiles [*]	N	
Travel Booking Records [*]	N	
Mobile Enablement	Y	Receipt capture; Expense Report initiation and submission only
Custom Validations	Y	Up to 20
Custom Objects	N	
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	<ul style="list-style-type: none"> • Spend Authorization Event • Expense Report Event • Payment Election Enrollment Event • Spend Authorization Mass Close Event 	

Business Assets		
Functional Area	In Scope (Y/N)	Scope
Business Assets [*]	Y	Up to 8000 assets including capital, expense (non-capital) and zero dollar
Leased Assets [*]	N	
Intangible Assets [*]	Y	
Composite Assets [*]	Y	
Asset Books [*]	Y	Up to 1 Excluded: Tax Book; Lease Book
Asset Book Rules [*]	Y	Up to 10
Multibook Accounting	Y	Expense on common; Capital on Primary asset book
Asset Types	Y	Up to 20
Asset Classes	Y	Up to 20
Depreciation Profiles	Y	Up to 30
Bonus Depreciation	Y	Up to 2
Asset Pooling Rules	N	
Asset Custodianship	Y	
Issue Assets to Workers	Y	
Custom Validations	Y	Up to 20
Custom Objects	Y	1 custom object with up to 10 custom fields
Modifiable Business Processes	<ul style="list-style-type: none"> Asset Registration Event Asset Share Event Asset Issue Event Adjust In Service Date Event 	

Business Assets		
Functional Area	In Scope (Y/N)	Scope
	<ul style="list-style-type: none"> Asset Transfer Event Asset Intercompany Transfer Out Event Asset Transfer Event Asset Removal Event Asset Reinstatement Event Asset Useful Life Update Event Asset Impairment Event 	

Projects		
Functional Area	In Scope (Y/N)	Scope
Projects [*]	Y	Up to 100
Project Hierarchies [*]	Y	Up to 15
Project Status	Y	
Project Groups	Y	
Importance Rating	Y	
Risk Rating	Y	
Project Dependencies	Y	
Project Phases	Y	
Project Tasks	Y	
Project Plan Templates [*]	Y	Up to 2
Project Templates [*]	Y	Up to 4
Project Capitalization to Business Assets from WIP [*]	Y	See Business Assets section above scope specifics
WIP Exclusion Rules	N	
Project Budgets [*]	Y	1 Virtual Project Plan Structure and 1 Virtual

Projects		
Functional Area	In Scope (Y/N)	Scope
		Child Project Plan Structure
Ideas	N	
Initiatives	N	
Opportunity Projects	N	
Project Portfolios	N	
Project Scenarios	N	
Project Roles	N	
Project Resources & Forecasting	N	
Resource Template	N	
Resource Forecasts with Worksheets	N	
Standard Cost Rate Rules	N	
Project Labor Costing and Burdening	N	
Transfer Pricing	N	
Workers/Dynamic Resource Pooling	N	
Multiple Funding Sourcing	N	
Custom Validations	Y	Up to 20
Custom Objects	Y	1 custom object with up to 10 custom fields
Modifiable Business Processes	<ul style="list-style-type: none"> • Create Project • Edit Project • Verify Capital Project Expense • Assign Plan as Baseline Event • Budget Amendment Event • Create Project Hierarchy • Create Project Scenario 	

Projects		
Functional Area	In Scope (Y/N)	Scope
Custom Objects	N	

Project Billing		
Functional Area	In Scope (Y/N)	Scope
Billable Projects	Y	Up to 50
Billing Types [*]	Y	<ul style="list-style-type: none"> Transaction - Time and Materials Fixed Fee - Installment Fixed Fee - Milestone - Project Fixed Fee - Milestone - Date
Prepaid Project Billing	Y	
Retainer/Holdback	Y	
Override Rate Rules	Y	
Tiered Rate Rules	Y	
Project Cap Rules (Time & Expenses)	Y	
Consolidated Billing Schedules	Y	
Billing Rate Sheets [*]	Y	Up to 10
Revenue Recognition Types [*]	Y	<ul style="list-style-type: none"> Transaction - T&M Fixed Fee - Installment & Spread Even Fixed Fee - % Complete - Based on forecasted and actual hours in Workday
Contract Billing (PSA Only)	Y	Excluded: Transfer Pricing

Project Billing		
Functional Area	In Scope (Y/N)	Scope
Customer Invoice Layouts	N	See Customer Accounts & Contract section below
Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> Customer Contract Event Customer Contract Amendment Event Billing Schedule Event Revenue Recognition Schedule Event Revenue Recognition Installment Event 	

Customer Accounts & Contracts		
Functional Area	In Scope (Y/N)	Scope
Customers [*]	Y	Up to 200 US Only
Customer Invoice Layouts [*]	Y	Up to 2
Dunning Letter Layout [*]	Y	Up to 2 Custom Layouts
Customer Statement Layouts*	Y	Up to 2
Customer Billing & Invoice Maintenance	Y	
Sale Items [*]	Y	Up to 200
Customer Deposit & Payment Processing	Y	
Payment Application Rules	Y	Up to 5 Custom
Credit Card Processing Through CyberSource [*]	N	
Customer Contracts for Performance Obligations	Y	Up to 50
Revenue Recognition Schedule Templates	Y	Up to 2
Billing Schedule Templates	Y	Up to 20
Customer Portal [*]	N	

Customer Accounts & Contracts		
Functional Area	In Scope (Y/N)	Scope
Transaction Tax	-	See Transaction Tax section for details
Budget Check		See Budgets section for details
Collections and Dispute Activities	Y	
Interest and Late Fee Rules	Y	Up to 5
Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Customer Event • Customer Invoice Event • Customer Refund Document Event • Bad Debt Writeoff Event • Customer Contract Event • Customer Contract Amendment Event • Billing Schedule Event • Revenue Recognition Installment Event • Revenue Recognition Schedule Event • Customer Deposit Event • Customer Payment Application Event • Cash Sale Event • Dunning Letter Email Event • Customer Banking Change Event • Customer Payment Change Event • Customer Summary Change Event • Customer Credit Change Event • Customer Overpayment Event • Customer Contract Asset and Liability Reclassification Journal Event 	

Strategic Sourcing Essentials Scope

Strategic Sourcing Essentials Scope

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Strategic Sourcing - Essentials	
Functional Area	Scope
Strategic Sourcing Essentials	System Configuration - Global Settings
Suppliers	Configure custom field groups and up to 10 custom fields required for the Supplier Profile
Sourcing	Configure RFx Template(s), including the description, questionnaires & worksheets
2 RFx templates for Essentials*	
Pipeline Projects	Edit default fields and configure custom field groups & up to 10 custom fields
Configure up to 3 Pipeline Project Types [*]	
Customize Project layouts	
Configure Financial Details settings	
Customer Data Conversion	Customer is responsible for data conversion for projects or contracts using the WSS Data Importer and self-service instructions on Workday Community. Assistance on the process can be provided by the Functional Consultant if added as Additional Scope to the SOW.
Supplier Connector	Excluded

Adaptive Planning Scope

Adaptive Planning Scope

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

	Financial Planning (Adaptive)		
Functional Area	Description	In Scope (Y/N)	Scope
Adaptive Planning Foundation	Annual Plan Creation	Y	
	Reforecast Monthly	Y	
	Chart of Accounts Structure Across Organization [*]	Y	Up to 1
	Fiscal Calendar [*]	Y	Up to 1
Adaptive Planning Models	Currency for Planning	Y	Up to 1
	Revenue Planning	Y	Driver-based revenue model to support multiple revenue streams
		Y	Up to 5 supporting Schedules
		Y	Up to 20 Total Calculations
	Cost of Labor [*]	Y	Up to 5 Employee Types
		Y	Fringe Benefits and Tax Rates
		Y	Up to 20 Total Calculations
	Expense Planning [*]	Y	Up to 1 expense model to capture non-personnel related expenses
		Y	Up to 2 supporting Schedules

		Y	Up to 20 Total Calculations
	Capital Planning	Y	
	Fixed Assets	Y	Straight Line Depreciation Planning based on service date and useful life
		Y	Forecast Depreciation
	Allocations	Y	Up to 5 single-step departmental allocations
Adaptive Reporting	HTML Reports [*]	Y	Up to 5

Technical Scope

Based on information gathered from the Client's requirements documents and refined during SOW Scoping Sessions, Avaap has defined the following scope for this implementation.

Integration Scope

Integration discovery will occur in Phase 0 and will continue through the Plan stage. During the Plan Stage, each existing system will be further analyzed against the functionality included in Workday to determine whether the system will be retired, interfaced, or remain as a standalone system. Such determination may result from standardization resulting from use of common patterns and use of data warehouse or other middleware tools.

Note: Use of data warehouse and/or middleware tools is not included in this project.

Integrations to downstream internal systems (for example, Active Directory) will be identified and potential impacts (if any) of the worker data will be assessed. Systems and applications outside of Workday will be identified to be modified using either: 1) Web services provided by Workday; or 2) flat files for data exchange. These integrations are considered Project Materials as defined in the Master Services Agreement executed by the parties.

Integrations that cannot be implemented using the Workday Integration Technology as described in this table will result in a Project Change Request (PCR) for the additional services required.

Integration ID	Integration	Direction
INT001	Daily Traffic Payments	Inbound
INT002	Consolidated Customer Account Transactions	Inbound
INT003	Direct Deposit (Payroll)	Outbound
INT004	ACH (Payroll)	Outbound
INT005	Direct Deposit (FIN)	Outbound
INT006	ACH (FIN)	Outbound
INT007	ACH Payment (Telecheck)	Outbound
INT 008	FRS Contributions	Outbound
INT009	FRS (Deferred Compensation)	Inbound
INT010	FRS (Contributions)	Outbound
INT011	P-Card	

Integration ID	Integration	Direction
INT0012	People First: EE Demographics	Outbound
INT0013	People First: Deductions	Inbound
INT0014	People First: Contributions	Outbound
INT0015	E-Signature	Bi-Directional
INT0016	Hartford – Life Insurance Contributions	Outbound
INT0017	Hartford – Life Insurance enrollment	Inbound
INT0018	401k contributions	Outbound
INT0019	Active Directory	Bi-Directional

Integration Template Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web Services or Integration system user setup

Data Conversion Scope

The following tables depict the tenant builds for the phases of the project:

Phase 1 – Platform
Foundation Tenant
End to End Tenant
(copy)Payroll Parallel Tenant
Gold/Pre-Production Tenant

In the event that Client decides to embark on the use of the Alteryx tool to support data conversion, Avaap can provide experienced resources familiar with the libraries, templates, and development of the Alteryx migration tools. These resources are focused on moving the data from the extract files to the intermediate tables prior to the migration via Alteryx.

Avaap Responsibilities

1. Provide guidance on data gathering, population of the Workday deployment workbooks, and performing required data clean-up efforts.
2. Utilize the Client-established secure FTP site (sFTP) for data conversions. This site can also be used to collaborate on sensitive test data with vendors during the implementation.
3. Load data gathered by Client into the Workday Tenants, as needed, to advance the development of Client’s Workday deployment per the deployment methodology specified in this SOW; and
4. Provide guidance on data validation practices including knowledge transfer on how to use the Workday data audit reports.

Client Responsibilities

- Provide a secure FTP site, before the build of the Foundation Tenant, for data conversions or sharing sensitive data.
- Provide subject matter experts for legacy system data.
- Develop data mapping and crosswalks between conversion and legacy system data elements, and Workday system objects.
- Extract necessary data from its legacy systems.
- Populate the Workday Deployment Workbooks as part of the Workday Deployment process, and as additional data requirements are determined thereafter.
- Manually convert certain data (including non-electronic data and certain failed conversion records);
- Supply mapped data that is complete, accurate and duplicated.
- Clean and correct validated data, in accordance with the project schedule.
- After the data is loaded, validate the quality and integrity of the converted data and provide corrected data when needed.
- Perform its data gathering responsibilities in a timely manner as determined in Plan Stage.
- Enter any "catch-up" transactions in the Gold Tenant, following the data freeze.

Data Conversion Assumptions:

- Should Client decide to utilize Avaap for the Expanded Data Conversion activities, this will be a shared responsibility between Client and Avaap (see page 7 for details related to this option).
- Manual conversions will be utilized when Avaap and Client agree the volume is too low to justify the cost of developing an automated conversion program for specific data sets.
- Failure to properly populate the Workday Deployment Workbooks by scheduled due dates may impact the project schedule and Go-Live timing.
- Each data gathering workbook file is allowed a maximum of 3 data load attempts per data load cycle or tenant build. In the event the client cannot provide cleansed data in the requested format within the 3 load attempts the project change request procedure will be initiated.
- The data freeze is required so that Client's current data as of a specific date can be loaded into the Gold Tenant. Catch-up transactions include any transactions occurring between data freeze and Go-Live when those catch-up transactions can be entered in Workday.

HCM Data Conversion Scope:

Functional Area	Scope	Population
HCM	<p>Current Job/Position details: Job profile, time type, default and scheduled hours, work shift, location, position ID, position title, business title, employee contracts and contingent worker supplier and rates</p> <p>Job and Compensation History: 1 year History from Previous System</p> <p>Current Organization assignments: Company, cost center, region, custom organizations, retiree, matrix, supervisory organization (single 'terminated' org for all terminated workers) and pay group.</p> <p>Service dates: Original hire date, most recent hire date, position start date for conversion, continuous service date, termination date (most recent for current terminations only) and all other Workday delivered service dates</p> <p>Current biographic data: Legal and preferred name, date of birth, date of death, gender, disability status, ethnicity, marital status, citizenship status, military status, and employee photo</p> <p>Current ID information: License, visa, passport, national ID, additional government IDs and custom IDs</p> <p>Current contact information: Home address and home and work telephone, email, instant messenger, web address and emergency contact information</p>	Active Employees and Employees paid within current calendar (go-live) year.
Transactional HCM	Transactional history conversion is excluded.	
History from a Previous System	Job History: 1 Year of employee job/position history to be converted to Workday's job and position history from a previous system area. If the Client would like to load	Active and Terminated Workers

Functional Area	Scope	Population
	<p>additional years training will be provided to Client to load additional years.</p> <p>Compensation History: 1 year of employee compensation history to be converted to Workday's compensation history from a previous system area. If the Client would like to load additional years training will be provided to Client to load additional years.</p> <p>This data will be available through separate legacy views/reports and not display within the Workday typical Job History and Compensation History areas.</p>	
Compensation	<p>Current Compensation data: Most recent effective date of compensation change, compensation grade and grade profile, compensation step (if included in compensation scope), base pay amount and plan (salary or hourly), merit plan, and allowance. One-Time Payments: History excluded</p>	Active Employees
Benefits	<p>Related Persons: Dependents and beneficiaries (including trusts)</p> <p>Current Benefit Elections: Current Hartford insurance elections, 401k contribution (percentage / amount), and associated dependents and beneficiaries.</p>	Active Employees and Employees paid within current calendar (go-live) year.
Absence Management	<p>Leaves: Current leave event data for employees on leave and leave activity for previous 12 months</p> <p>Carryover Balances: Current absence plan balances at time of cutover</p>	Active Employees
Payroll	<p>Payroll History: Current YTD for each earning, deduction and tax jurisdiction including gross wages, taxable wages and subject wages, for federal, state, and all local taxes for both employee and employer reconciled to tax returns loaded as quarterly data.</p> <p>Tax Elections: Current employee tax elections for federal, state, and local tax withholdings such as married, single, allowances, and number of exemptions and tax treaties.</p> <p>Additional Payroll Data: Payment elections, withholding orders, costing allocations.</p>	Active Employees and Employees paid within current calendar (go-live) year
Recruiting	<p>Active Job Requisitions: Current active job requisitions</p> <p>Candidates and Prospects: Excluded</p>	

Financials Data Conversion Scope:

Functional Area	Conversion Item	Scope
Financial Accounting	Beginning Balances	Beginning balances
	GL Detailed Journals	1 year summary journals
Banking & Settlements	Outstanding Checks	Unreconciled checks at point of cutover date
	Opening Bank Balances	Load prior cutover month bank statement
Budgets	Budget	Beginning operating budget for current FY, including any amendment necessary to reflect the current balance.
Procurement & Supplier Contracts	Un-invoiced Open Purchase Orders	As needed at point of cutover
	Supplier Contracts	All outstanding contract balances. Excludes: Lease contracts
Suppliers & Supplier Accounts	Suppliers	Active suppliers with payment within the last two fiscal years; includes associated remit-to and order-from connections; USD currency only. Excludes: Non-US addresses; Non-US supplier settlement accounts. Foreign suppliers will be manually entered into the tenant by customer team.
	Approved/Unpaid Supplier Invoices	As needed at point of cutover
	Active Recurring Supplier Invoices	Manually entered by client at point of cutover as needed
	Outstanding Supplier Invoice Adjustments (Credit Memos)	Manually entered by client at point of cutover as needed
	1099 Adjustment	All 1099 payments from January 2024-July 2024 related to converted suppliers
	Supplier Invoice History	Up to two years of invoice history related to active converted suppliers; for duplicate supplier invoice purposes only – not at transactional/accounting level

Functional Area	Conversion Item	Scope
Business Assets	Business Assets	All active assets capital and non-capital only. Leased assets will be entered via the lease contract conversion.
Expenses	Worker Payment Elections (Expenses)	Expense payment elections for active worker with direct deposit
Projects	Projects	All active projects at point of cutover including Capital projects Note: Project WIP balances will be converted via the GL balance conversion without the Project worktag – balances will be manually allocated via journal entry to Projects converted into the tenant.
	Project Budgets	Beginning project budgets at the point of cutover
Project Billing	Billable Projects	All active projects at point of cutover
	Customer Contracts for Billable Projects	Up to 250 Active Customer contracts with open contract lines
	Billing Schedules for Billable Projects	Up to 250 Billing Schedules including a summarized installment for billing completed in legacy and installment lines for remaining un-billed installments
	Revenue Recognition Schedules for Billable Projects	Up to 250 Revenue Recognition Schedules including a summarized installment for revenue recognized in legacy and installment lines for remaining revenue installments
	Customer Date Milestones for Billable Projects	Up to 250 Open Customer Date Milestones
Customer Accounts & Contracts	Customers	Up to 50 active customers with receivables/payments within the past year.
	Customer Contracts	Up to 50 active contracts at the point of cutover
	Unpaid Customer Invoices	Up to 200 open invoices at the point of cutover
	Customer On-Account Balances	Up to 50 on-account balances at the point of cutover

Reporting Scope

At the point of executing this SOW, Workday delivers over 4,000 standard reports within the solution. That list of delivered reports will grow and evolve during the life of the project. Our assumption is that the Client will adopt as many reports “as delivered” as possible. During the project the Avaap team will enable delivered security for all Workday standard reports related to the configuration scope above. This should resolve many of the traditional reporting needs.

In addition, Avaap has included *400 hours* to support the development of custom reports, as prioritized by the client.

Change Management Scope

Important to the success of the OCM effort, all OCM service levels require the client to designate an internal resource for the “Organizational Change Management Lead” role. This person will assist with institutional knowledge, oversee the client OCM resources (identified in the client resource needs) and review and approve deliverables and approaches for adoption. In addition, this affords Avaap the opportunity to assist with building the OCM capability over the course of the project to ensure you are prepared for sustainment and can plan for and respond to future changes.

Our objective is to equip your team with the guidance they need to be successful in these roles while providing Organizational Change Management leadership. More specific activities, roles, and responsibilities for your chosen service offering are summarized in the chart below:

Avaap’s organizational change (OCM) Core Advisory service is outlined below and describes the OCM deliverables and activities as well as delineating responsibilities between the Avaap OCM project team and the Client OCM team.

This list represents the high-level activities and deliverables from the Avaap Change Approach to support the Workday Platform implementation. The table also includes RACI information for these high-level activities and deliverables, based on the OCM service level selected. The hours estimated for the Avaap OCM resources cover the activities and work outlined in the chart below for the implementation. Detailed activities and assignments will be finalized as part of the OCM Project Planning Activity listed in the Plan phase below.

R = Responsible
A = Accountable
C = Consulted
I = Informed

Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
OCM Discovery and Operating Routines	Assess client background materials (organization charts, current state documentation, etc.), conduct OCM intake interviews, establish OCM team roles and responsibilities, and schedule recurring workstream meetings	RA	Provide background materials and coordinate/participate in discovery sessions	R
OCM Timeline and Activities	With input from client, draft the OCM timeline and major milestone activities and incorporate into the overall project plan as appropriate	RA	Contribute to, review, and approve the OCM timeline and associated activities	C
Organizational Assessment	Lead and partner with client’s OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	RA	Partner with Avaap OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	R
Workday Readiness Workshops	In collaboration with Avaap EM and Client OCM Lead, develop and conduct	RA	Partner with Avaap OCM Lead to review, edit, and deliver content to the project team.	R

Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
	onboarding workshops for project team functional leads and SMEs to prepare the team for life on a Workday implementation.			
Change Management Workshop	Partner with the client to determine the need to (and) deliver a customized change management workshop to organizational leaders on change principles and concepts, leading others through change, connecting with stakeholders, and an overview of Avaap's change management approach for the Workday implementation.	RA	Partner with Avaap to assess need for a Change Leadership workshop, provide organizational insights, and facilitation/logistical support to the development and delivery of the workshop.	R
Sponsor Assessment	Identify and assess the traits of the primary change sponsor(s) accountable for the change.	RA	Partner with the Avaap OCM Lead to identify and assess the primary sponsor(s) accountable for the change.	R
Stakeholder Interviews	Advise on approach and provide execution of stakeholder interviews; Conduct up to 15-20 stakeholder interviews and summarize results (themes, risks, and opportunities)	RA	Contribute to stakeholder interview approach, schedule and conduct any additional stakeholder interviews as necessary, and analyze/summarize results (themes, risks, and opportunities)	R
Communications Channel Analysis	Advise and partner with client's OCM Lead to assess communication needs, channels, and ability to deliver key messages to determine the communication effort required to support the transition to future state.	RA	Partner with the Avaap OCM Lead to inventory and evaluate organizational and departmental communication needs, channels, and information flow.	R
Change Impact Assessment	Advise the client's OCM lead on the documentation and analysis of change impacts and use of a change impact analysis tool	RA	Partner with Avaap OCM lead to document and analyze change impacts	R
Risk & Resistance Assessment	Advise and partner with the client's OCM Lead to determine and anticipate identifiable risks to the proposed change	RA	Partner with Avaap OCM Lead to determine and anticipate identifiable risks to the proposed change	R
OCM Strategy	Develop the OCM strategy for the project, review with	RA	Partner with Avaap OCM Lead as resource in the development of the OCM	R

Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
	client and secure alignment and approval		strategy for the project, obtain approval, and readout to project team	
Stakeholder Engagement Plan	With input from client, develop the initial engagement approach and plan	RA	Partner with Avaap OCM Lead to develop engagement approach	R
Communications Plan	With input from client communication lead, develop the initial communications approach and timing	RA	Partner with Avaap OCM communications lead to develop communications approach and timing	R
Communications Content	Advise on the development of communication content, provide guidance on key messaging and survey content to assess engagement effectiveness	C	Develop and deliver communication content; review, edit and deliver surveys, provide results for analysis to Avaap OCM lead (depending on survey tool used)	RA
Change Agent Network Plan	Advise and partner with client's OCM lead on the structure and deployment of a change agent network	R	Partner with Avaap OCM lead to develop change agent network approach, recruiting plan, and project plan	RA
Change Agent Network Content	Advise the client's OCM lead on content and topics for recurring change agent network meetings	C	Develop and deliver content for change network meetings, Schedule and lead/host change agent network meetings	RA
Change Impact Analysis	Partner with client's OCM lead on the review and analysis of project configuration changes and advise on changes to communication plan, engagement plan, change network plan, and training plan.	R	Participate in Workset A, B, C Playback sessions and Customer Confirmation Sessions to listen and capture end user change impacts. Review RAIDQ as needed and necessary. Maintain change impact log. Update communication, engagement, change network, and training plan as needed.	RA
Training Needs Analysis	In partnership with client, develop and execute the training needs analysis	RA	Partner with Avaap OCM lead to conduct training needs analysis	R
Learning Intake Sessions	Advise and partner with the client's OCM Lead on development and facilitation of learning intake sessions to validate change impacts	C	Partner with Avaap OCM Lead to develop and lead learning intake sessions with each workstream to capture and validate change impacts	RA
User Adoption Metrics	Advise the client's OCM lead to define user adoption metrics	C	Partner with Avaap OCM lead to determine user adoption	RA

Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
			metrics, baselines, responsibilities, and routines	
Training Approach and Plan	Lead, in partnership with client's training lead, the development of a training approach and plan for employees and managers	RA	Partner with Avaap OCM lead to develop training approach and plan, obtain approval, and readout to project team	R
Curriculum Plan	Advise and partner with client's training lead, on the development of a curriculum plan for employees and managers	R	Partner with Avaap OCM lead to develop training curriculum plan, obtain approval, and readout to project team	RA
Training Material Development	Lead, in partnership with client's training lead, the development of training material for employees and managers as outlined in the training curriculum plan, and the finalizing of material post WES as appropriate	RA	OCM lead will manage the development of training materials, reviews and approves material for employees and managers, finalize material post WES and post material to training site (TBD).	R
Workday Experience Sessions	Advise on the execution of WD experience sessions and advise on incorporating feedback into all OCM and training plans and materials as appropriate	C	Manage logistics in partnership with Avaap OCM lead and PMO, facilitate/lead the execution of the WD experience sessions, gather feedback, update training materials as needed and necessary.	RA
Future State Sustainment	Advise client's OCM lead to plan sustainment considerations, including but not limited to new hires and release management	C	Partner with Avaap OCM lead to develop sustainment plan in partnership with client's internal functional resources	RA
Adoption Activities	Advise client's OCM lead on planning and development of adoption activities	C	Partner with Avaap OCM lead to develop and deliver/lead adoption activities	RA
Transition Plan	Develop approach to transition OCM plan to client post go live	RA	Partner with Avaap OCM lead to develop approach to transition OCM plan to client post go live	R
Training Delivery	Advise on training delivery for employees and managers	C	Coordinate and deliver all training (train-the-trainer)	RA
Organizational Readiness	Develop approach and execute organizational readiness assessment; recommend updates to organizational plans and activities based on results	RA	Review, edit, deliver content based on approach data as appropriate for effectiveness assessment	R

Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
Celebrate Success	Advise client OCM Lead to plan go live celebration and recognition of team accomplishments.	C	Partner with Avaap OCM Lead to plan and execute go live celebration and recognize individual and team accomplishments.	RA
User Satisfaction Surveys	With input from client, design questions and approach for end user satisfaction surveys	RA	Contribute to end user satisfaction survey approach and question development and execute end user satisfaction surveys	R
Conduct Lessons Learned	Develop approach and execute the evaluation of the success or adoption outcomes of the OCM program, record learnings and share improvements for future endeavors	R	Partner with Avaap OCM Lead to review, edit, deliver lessons learned, and report back to the change sponsor	RA
Change Agent Network Closeout	Advise on final meeting of change network, appreciation measures, feedback	C	Partner with Avaap OCM Lead to develop and host final meeting with change agent network, facilitate recognition and experience feedback	RA
Operationalize Future State Sustainment Plan	Transition ownership of OCM to client according to sustainment plan approach	R	Client takes ownership of OCM activities	RA

Assumptions

- CFX has an active subscription to the Workday Adoption Kit and will provide access to Avaap resources defined in this SOW.
- CFX will provide appropriate access to non-production Workday tenants and other project-related resources that may be required to fulfill this SOW, i.e. Teams and SharePoint sites, etc.
- CFX will ensure the timely availability of its resources who may be required to provide input, review, and approve the deliverables specified in this SOW.

Items Out of Scope

The following items shall be considered outside the scope of this statement of work. Avaap can provide these services, pending execution of a project change request.

- Training content for non-ESS and MSS functions.
- Complex, interactive e-learning content; e-learning content in-scope will be limited to editing of video content from the Workday Adoption Kit or minor editing of recorded virtual training sessions.
- Development of net new training materials or job aids not included in the Workday Adoption Kit.
- Training logistics, including identification and scheduling of physical training space, procurement of laptops or other technology required for training, scheduling of participants for specific sessions, completion tracking, import of any self-paced training materials into a learning management system (LMS).

Project Management Scope

Avaap will provide project management services throughout the duration of this SOW to meet expectations defined in the Project Charter which will be mutually developed and approved by the Client during the plan phase of the project. The Project Charter provides authorization for the Project and identifies project goals, objectives, scope, governance structure, acceptance criteria, roles, and responsibilities. Below is a sample Table of Contents of a Project Charter.

1. Purpose
2. Scope
 1. Business Need
 2. Project Objectives and Justification
 3. Scope Description
 4. Project Schedule
 5. Project Constraints
 6. Project Exclusions
 7. Project Assumptions
3. Known Project Risks and Mitigation
4. Governance
 1. Guiding Principles
 2. Governance Model
 1. Executive Sponsors
 2. Steering Committee Structure
 3. Issue and Decision Escalation & Timing
 4. Acceptance Criteria
 3. Change Control Procedures
5. Project Management
 1. Expectations, including meeting cadence, meeting protocols, project tools, status reports, risk management, quality assurance and delivery assurance
6. Methodology
7. Time Entry, Invoicing, and Payments
8. Roles and Responsibilities
 1. Project Team Organizational Chart
 2. Project Team Roster & Responsibilities
9. Project Communication Plan
 1. Reports and meeting overview
 2. Weekly cadence of meetings and reporting activities
 3. Monthly Steering Committee cadence
10. Project Charter Approval
11. Version Control

The Avaap Engagement Manager (EM) will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services, and will:

1. Review the SOW and the contractual responsibilities of both Parties with the Client Project Manager;
2. Maintain project communications through the Client Project Manager.
3. Coordinate the establishment of the project environment.
4. Establish documentation and procedural standards for deliverables.
5. Prepare and maintain the Avaap project plan which may include, an accounting of tasks, schedules, resources,.
 1. No less than monthly and within the Workday methodology:
 1. Coordinate and discuss the activities of Avaap project personnel.
 2. schedule and conduct regularly scheduled project status meetings.
 3. review current Project Plan status, prior deliverables completed during the last reporting period, Project Plan for the next 90 days, schedules for the next 30 days, resources, and expected travel and incidentals within the next 21 days, and make changes or additions, as appropriate for Client's approval;
 4. measure and evaluate progress against the Avaap project plan with the Client Project Manager.
 5. communicate new or unresolved Project Change Requests per the process defined in the Project Control Change Procedure.
 6. work with the Client Project Manager to address and resolve deviations from the Avaap project plan following the Escalation Procedure.
6. review the Avaap standard invoice format and billing procedure to be used on the project, with the Client Project Manager.
7. coordinate with Workday, on behalf of Client; to mitigate identified risks and confirm the project adheres to the Workday methodology.
8. administer the Project Change Control Procedure with the Client Project Manager.
9. involve Avaap's Executive Delivery Sponsor and Program Director for the project as needed in project oversight activities; and
10. perform Avaap roles and responsibilities as indicated in the "Roles and Responsibilities" appendix.

Appendix B: Avaap Implementation Methodology - Your Way

Elements Methodology

The Avaap Elements Implementation Methodology consists of the following four Stages: Plan, Architect & Configure, Test, and Deploy (each, a “Stage”) and Post-Production Support.

Avaap Elements builds on Workday’s standard deployment methodology and is extended utilizing Avaap extensive learnings from previous deployments. The Services and work products within each Stage of the methodology are explained below. work products and the respective responsible parties are listed for each Stage.

The Services and Deliverables within each Stage of the methodology are explained below. Deliverables and the respective responsible parties are listed for each Stage.

Plan Stage

- The Plan stage's objectives are to further define and confirm the project scope and establish and develop the processes required to plan and control the project.
- This stage of the project formally documents the project goals, scope, timeline, and milestones that will be executed as part of the complete project plan.
- The Plan Stage defines the project team members, and the roles and responsibilities that shall be performed in accordance with the Avaap project plan, communication strategy, and deployment methodology.
- Final resource assignments will be confirmed in the Plan Stage.
- The stage starts with a project orientation meeting to begin the project planning activities and concludes with a formal project kickoff at the end of the stage for the larger project team.

The following table provides an overview of tasks and activities to be completed during the Plan Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Plan	<ul style="list-style-type: none"> • Assemble the AVAAP project team and introduce to Customer counterpart. • Review Approach, Scope, and integration discovery document with Customer • Schedule recurring project meetings and status reporting • Jointly schedule planning sessions • Establish a regular cadence of meetings including attending the steering committee meetings. • Create the integration tracker (dashboard) 	<ul style="list-style-type: none"> • Identify and provide project team and project SMEs. • Identify stakeholders, sponsors, and system administrators. • Establish and attend monthly Steering Committee meetings including AVAAP Engagement Manager (AAAP EM) • Participate in planning sessions • Provide input into the Project Plan • Provide integration requirements and existing sample files

Stage	Avaap Responsibilities	Client Responsibilities
	<ul style="list-style-type: none"> Conduct project planning sessions Create the Project Plan Provide data conversion and configuration workbooks Assist with questions regarding mapping of data to Workday data model Develop data conversion strategy and plan Conduct Foundation Data Model sessions. Jointly schedule alignment workshops (SMEs planning for design) Jointly create the executive presentation for project kickoff meeting Receive foundation tenant from Workday Participate and support the project kickoff meeting Develop training plan for project resources Work with Customer to set up AVAAP's SFTP site for sharing confidential/private employee data Load Customer data for foundation tenant Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review Provide stage sign-off document 	<ul style="list-style-type: none"> Notify third-party vendors for integrations and obtain agreement to project timelines Provide third-party vendor contact information and confirm third-party vendors agree to project timeline Complete data gathering and configuration workbooks and submit to AVAAP's Secure File Transfer Protocol (SFTP) site Identify initial risks and recommendations to reduce risk Initiate process of receiving requirements to third-party vendors Receive integration requirements from third-party vendors Confirm Customer Named Support Contact (NSC) Identify key resources to complete Workday training Complete Workday training including workbook, integration, and functional training Jointly create the executive presentation for project kickoff meeting Lead the project kick off meeting Provide plan and policy documents Work with AVAAP to set up AVAAP's SFTP site for sharing confidential/private employee data Provide required data for build of foundation tenant and submit to AVAAP's SFTP site Jointly schedule alignment workshops (SMEs plan for design) Sign off on stage

Plan Stage Assumptions:

- Each party shall assign a Project Manager/Engagement manager to manage such party's roles and activities for this Project.
- Avaap Engagement Manager and Consultants shall provide an overview of preparation activities to the Client leads.

- Client shall assign a Test Lead as the overall owner of the testing processes across the Stages.
- Client Test Lead shall plan for the development of the deployment's test strategy and for training Client resources on test scenario creation. The Avaap Engagement Manager shall support the Client Test Lead in these activities by helping them prepare for the two workshops to be conducted in the Architect Stage: test strategy and test scenario creation. The client is responsible for the development of test scenarios.
- Each party shall assign an applicable executive sponsor(s) to participate in Steering Committee meetings and be available to assist in resolving issues.
- Client agrees to use Avaap's standard collaboration tools, Smartsheet and SharePoint, to maintain Project documentation and support Project administration.
- Client will provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Avaap personnel while working at Client's location. The Avaap project team will be in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area.

Architect & Configure Stage

The Architect and Configure Stage of a Workday deployment allows the Avaap Workday Consultants to find a mutual understanding of the client's business needs and to analyze how Workday will be deployed to meet those needs and then configure to meet those needs all through guided smaller iterations. Avaap Workday Consultants will demonstrate Workday best practices and configuration, to align the client's business practices with Workday delivered functionality.

Unit testing may identify configuration changes and data clean-up activities prior to end-to-end testing and will be captured and used to build the "end to end" tenant.

Unit testing will include knowledge transfer on how to execute the test scenarios targeted for the functional configuration, reports, and integrations. Formal Customer Confirmation Sessions (CCS) are held after Unit Testing.

The following table provides an overview of tasks and activities to be completed during the Architect & Configure Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Architect & Configuration	<ul style="list-style-type: none"> • Manage the project plan • Participate in weekly project meetings • Lead Worksets • Provide status report and attend monthly Steering Committee status meetings • Conduct weekly workstream meetings • Gather interface requirements Deliver the AVAAP assigned integration design documents 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project and workstream meetings • Participate in Worksets • Hold steering committee meetings • Provide project SMEs for Alignment workshops • Assist in clarifying configuration requirements. • Complete Workday training • Participate in alignment workshops.

Stage	Avaap Responsibilities	Client Responsibilities
	<ul style="list-style-type: none"> • Add configuration approved from worksets to complete the configuration tenant • Provide validation reports for the tenant • Finalize Tenant Management Plan • Schedule and conduct Workday Delivery Assurance reviews • Provide stage sign-off document • Conduct scope alignment analysis • Conduct Smoke Testing of Configuration 	<ul style="list-style-type: none"> • Conduct integrations architect workshop (design sessions) for any Customer assigned integrations • Review and sign off integration design documents (after detailed design review sessions) • Validation of tenant build • Reviewing existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports • Conduct Unit Testing Define and document test plan and test scenarios (end-to-end, user acceptance criteria) • Sign off on stage
	<ul style="list-style-type: none"> • Build integrations • Begin functional knowledge transfer process during configuration unit testing. • Assist in preparation for Customer Confirmation Sessions (CCS) • Conduct unit testing of integrations developed by Avaap • Lead unit testing • Create Integrations operations instructions guide for Avaap assigned integrations • Assist with questions regarding mapping of data to Workday data model • Build of end-to-end tenant • Provide exception reports/issues log from end-to-end tenant build • Provide validation reports and support validation efforts of end-to-end tenant • Provide baseline and advise on test scenarios 	<ul style="list-style-type: none"> • Conduct CCS • Build Customer assigned integrations • Create integration operations guides for all Customer assigned integrations • Finalize test scenarios, test scenario assignments and detailed daily test plan • Update and sign off on configuration because of CCS • Provide required data for end-to-end tenant and submit to Avaap's SFTP site • Update data gathering workbooks for end-to-end tenant • Validation of end-to-end tenant build • Review and resolve issues from exception reports • Sign off on stage

Stage	Avaap Responsibilities	Client Responsibilities
	<ul style="list-style-type: none"> Design and develop any custom reports which are in Scope 	

For sample list of deliverables, see **Appendix C: Work Products Expectation Document**.

Architect & Configure Stage Assumptions

The goal of the Client is to standardize and align business processes, business practices, and business policies across the enterprise. The Client is responsible for verifying that the configured content is appropriate for the Client. Business process approval routings and condition rules will be configured based on standardization and alignment to Workday delivered functionality across business processes.

Business process configuration that has significant deviation from leading practices and requires excessive levels of condition rules to support a non-standardized process is out of scope and subject to the change order process.

Avaap will provide guidance and a knowledge sharing plan to empower Client functional/technical resources on how to complete the activity. Avaap will also provide Workday best practice support as the Client configures the remaining items outside of the scope guidelines.

- Client shall have knowledge of and/or provide documentation that reflects its existing business processes.
- All Client Subject Matter Experts must attend Workday Fundamentals training for their area of responsibility prior to the start of the Architect & Configure Stage.
- Avaap consultants shall review all relevant functional, technical, and project management related documentation provided by Client prior to the start of worksets in Architect & Configure phase.
- Avaap and Client resources shall review and align business processes and configurations during the worksets as part of the Architect and Configure phase.
- The client is responsible for the timely coordination of internal resources necessary to conduct all required workshops.
- Client shall extract data from its current systems, ensure data quality, and provide data in the format required by Workday via Avaap provided data gathering workbooks.
- Avaap provided Client Test Lead shall populate the Avaap provided test strategy template support the testing cycles, including roles and responsibilities, testing schedule and process for managing test execution and issue resolution.
- Avaap provided Client Test Lead shall work with Avaap Engagement Manager to set up Avaap provided tools used to track execution of test scenarios, resolution of defects, and report test status metrics.
- Client is responsible for completing agreed upon testing activities.
- Client is responsible for the test strategy, approach, and test scenarios for each of the test cycles.
- Client shall perform unit testing to ensure the requirements are met, defects found and resolved before entering end-to-end testing.

- Client shall develop the test resource plan and assign each scenario to the testers to ensure all scenarios are executed under test lead guidance.
- Avaap Engagement Manager and Functional leads shall support Client during the unit testing to ensure critical defects are resolved and closed.
- Avaap Engagement Manager and Functional leads shall review the test strategy and test scenarios created by the Client to verify they reflect the design decisions made in the deployment.
- Client functional and technical analysts shall develop the user test scenarios and scripts. Avaap shall provide standard test scenarios to be used as a foundation; however, Client team shall develop detailed test scenarios based on Client's user requirements and system configuration.
- A select group of Client end users shall conduct unit testing with defined scenarios to confirm the operation of the Workday Service. Formal sign-off by Client is required. Avaap shall provide reasonable guidance to support testing.
- Client shall provide necessary training to testing participants on the Workday Service, Client's intended configured design of the Workday Service, and test management procedures and tools.

Test Stage

The Test Stage consists of separate testing efforts (for the Platform deployment), each with a different set of conditions and a different purpose:

- End-to-End testing: holistic, business function testing that crosses functional areas and is performed by Client to verify the system functions as expected. This test effort includes all relevant business processes, integrations, and reports.
- Production Dress Rehearsal: testing to verify system expectations are met. The Parties will prepare the participants for testing. The testers will execute the production dress rehearsal, in accordance with the test plan schedule. Deficiencies will be noted, and defects will be categorized into severity levels described in the table below. The severity of each testing issue will be determined through mutual agreement between Avaap and Client.
- Regression testing: Re-test to ensure no impact on business functions due to recently released functionality. Isolated testing for the moves to Production. Preparation for milestone functionality uptakes.
- Parallel Testing: payroll results from Workday Payroll are compared to the legacy system same period processing and material differences are either reconciled or corrected. A separate Parallel Payroll Tenant is copied from the existing End to End tenant to support this test effort. Client will perform any required catch-up transactions to bring the Tenant in line with transactions for the identified test periods for the equivalent time. Detailed YTD totals for all earnings, deductions, taxes, and taxable and subject wages are required to be loaded at the employee level to produce accurate results. This test effort includes a maximum of three (3) iterative cycles of testing for each unique payroll cycle. Each cycle must meet an established level of accuracy before proceeding to the next cycle or to the conclusion of the Test Stage. These parallel cycles will be simulated rather than in real time. Transaction entry and reconciliation will be completed by Client.

Testing Severity Levels

Defect Categories		
Severity Level	Description	Example
1	System failure. No further processing is possible.	Complete lack of system availability, results, functionality, performance, or usability.
2	Unable to proceed with selected functionality or dependent.	Subsystem availability, key component unavailable or functionality or requirements incorrect, and workaround is not available.
3	Restricted function capability; processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates, and workaround is available.
4	Minor cosmetic change.	Usability errors; screen or report errors that do not materially affect quality and correctness of function, intended use, or results.
5	Change Request	The identified issue is a change to the agreed upon Statement of Work. Initial business triage and prioritization is required and may require analysis and estimation of the additional consulting effort. Upon business approval and funding provision, Avaap will process the item in the proper priority order.
6	Training Issue	Issues that do not require configuration changes but are noted for education/communication purposes. Resolution of these items are not required testing sign-off or go-live. Any additional action required is owned by the business.

The following table provides an overview of tasks and activities to be completed during the Test Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Test	<ul style="list-style-type: none"> Manage the project plan and participate in weekly project meetings Create integrations schedule recurrence tracker Participate in test kickoff session Conduct one (1) hour navigation review per workstream, at start of test Participate in one (1) thirty (30) minute daily end to end or parallel test status meeting, limited to one (1) Avaap functional workstream consultant and one (1) Avaap integration consultant, if applicable for 	<ul style="list-style-type: none"> Provide input to the project plan and participate in weekly project meetings Lead test kickoff session Execution of all test scenarios (end-to-end, parallel, user acceptance and regression) Manage and sign off on all test results (end-to-end, user acceptance and regression) Prepare for user acceptance testing Provide person data for parallel tenant and submit to AVAAP's SFTP site Create/maintain parallel testing defect tracking log

Stage	Avaap Responsibilities	Client Responsibilities
	<p>workstreams where there is an open issue</p> <ul style="list-style-type: none"> Support integration defect resolution for AVAAP assigned integrations Provide knowledge transfer, operations guides, and validated & tested integration systems for Customer testing of AVAAP built integrations Provide testing oversight and support Copy End-to-End test tenant for parallel payroll testing Provide parallel variance reports and support variance analysis Provide sample deployment cutover plan Conduct up to three (3) one (1) hour knowledge transfer meetings per workstream Schedule and conduct Workday Delivery Assurance reviews Provide Workday Go-Live checklist Provide stage sign-off document 	<ul style="list-style-type: none"> Review and resolve issues from exception reports Complete catch-up data transaction entry for each parallel cycle as defined by Parallel Testing Strategy Execution of parallel per Customer defined Parallel Testing Strategy and success criteria Review parallel variance reports and conduct root cause analysis Provide cut over schedule for legacy systems Provide functioning Customer assigned interfaces per the test plan Develop deployment cutover plan Train end users Complete and sign the Workday go-live checklist Sign off on stage

Test Stage Exit Deliverables

A sample list of deliverables and acceptance can be found in **Appendix C: Deliverable Expectations Document**.

Test Stage Assumptions

- Client has completed configuration unit testing in Architect & Configure stage and is ready to perform end-to-end testing and the remaining test cycles.
- Client testers have been trained to execute the test scenarios for each of the test cycles.
- Client has completed the test resource planning and assigned all the test scenarios to each of the testers.

- The Avaap provided Client Test Lead shall drive the test execution process, set up daily check in meetings, assign and follow up on defects for closure.
- Avaap provided Client Test Lead shall develop daily status reports to provide progress, defect volume, and metrics.
- The Avaap Engagement Manager and Functional Leads shall support the Client Test Lead and test team during test execution of each of the test cycles.
- The Avaap Engagement Manager shall provide guidance, informal knowledge transfer, and advisement to the Client Test Lead during test execution defect management, and status reporting.
- The Avaap Engagement Manager shall help the Avaap provided Client Test Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution.

Deploy Stage

Upon completion of Test Deliverables, the Project is ready to move to production. This Stage includes the completion of final training for Client's end users, transaction entry into the legacy system(s) is stopped (freeze period), the final data load(s) into the Workday system are executed, and the Go-Live Checklist is completed.

The following table provides an overview of tasks and activities to be completed during the Deploy Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Deploy	<ul style="list-style-type: none"> Co-manage the project plan, participate in weekly project meetings and steering committee meetings Provide the Workday Go-Live authorization Schedule the transition to production support meeting with Client (held after move-to-production) Co-schedule daily build meetings during active tenant build timeframes Participate in daily build calls Jointly complete the Workday Go-Live announcement Provide stage signoff document Update integrations schedule recurrence tracker as needed Verify migration of Avaap assigned integrations Schedule integrations according to the integration schedule recurrence tracker Utilize Build Issues Checklist to record any issues during any build activities Build GOLD tenant Produce and deliver tenant validation reports Execute move to production 	<ul style="list-style-type: none"> Co-manage the project plan, participate in weekly project meetings and steering committee meetings Co-schedule daily build meetings during active tenant build timeframes Participate in weekly project and workstream meetings Participate in daily build calls Manage and execute on deploy cutover plan Jointly complete the Workday Go-Live announcement Approve and sign off on the Workday Go-Live announcement Sign off on project stage Produce final Post Production Support strategy Utilize Build Issues Checklist to record any issues during any build activities Review and resolve issues during any build activities Complete catch-up transaction entry Validation of the GOLD tenant build

Deploy Stage Exit Deliverables

A sample list of stage deliverables and acceptance can be found in **Appendix C: Deliverable Expectation Document**.

Deploy Stage Assumptions

- Client shall validate that all configuration and worker data conversion has been completed in the Pre-Production (Gold) tenant.
- Client shall assume responsibility for the functional and technical configurations of the Workday Service as part of post-production with full responsibility at time of Project closure

Post-Production Support

Client will receive the following post-production support periods as part of this implementation:

Six Weeks Post-Production

Description	Avaap Responsibilities	Client Responsibilities
Post Go Live Support	<ul style="list-style-type: none"> • Provide standby support after go-live • Conduct knowledge transfer sessions for Avaap developed integrations • Provide stage sign off document 	<ul style="list-style-type: none"> • Staff and manage help desk • Make any updates to production • Sign off on stage

Post-Production Support Stage Assumptions

- Post Production support will cover items that were documented and configured during the implementation. Net new configuration requests will go through AMS support.
- Avaap resources may shift during the 6-week period.
- Post-production support up to 40 hours a week for the 6-week period.
- After the initial consulting team support period, Avaap's optional Application Management Service (AMS) process can be used to address issues/requests beyond the six weeks as outlined in the SOW.
- Consulting team support is limited to defects related to go-live and any pre-move to production items identified as "punch list" items.
- All knowledge transfer is expected to be completed prior to the end of the consulting team support period and is limited to the Workday-recommended standard knowledge transfer required to maintain the Workday service in production.
- New functionality, additional scope and additional training are not included in the implementation team post-production support period.

Some of Avaap's optional AMS activities may include, but are not limited to, the following:

- **Optimization** – Avaap will provide Workday Certified resources to help with tenant diagnostics, existing configuration assessments, business process reviews, and integration health checks.
- **Enhancements** – Avaap will provide Workday Certified resources to assist with the deployment of new functionality, or integrations.
- **Presentations** – Avaap can be requested to demonstrate new functionality or integrations. The Consultant can also be assigned tasks in researching data related issues and identifying the root cause.
- **Update & Release Support** – Assistance with reviewing the release notes, demonstrating new changes, and testing impacts to the existing functionality.
- **Testing** – Engagement in debugging or reviewing of configuration/integrations prior to deployment to production.
- **Deployment** – Support during any final deployment of configurations or integrations into the production tenant.
- **Workday Guidance** – Knowledge transfer via system walkthroughs, integration reviews, and other activities to help better understand existing Workday tenant setup or tasks scheduled for deployment.
- **Staff Augmentation**- With notice, Avaap can provide resources due to unexpected absence, needed backfill, or for focused project-based work.

Appendix C: Draft Work Products Expectations Document

The inventory of work products listed below is meant to be a representative list. This list will continue to be refined and updated as the team moves through the respective planning phases.

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
1	Plan	Project Charter Document	<p>Provides authorization for the project and identifies project goals, objectives, scope, governance structure, roles, and responsibilities.</p> <p>Acceptance Criteria: Project Charter accepted in writing by Client in accordance with work product Acceptance Procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Plan	Project Management Plan - (V1)	<p>Initial draft of the project schedule for the project management activities and related monitoring of the project activities (v1 is created/reviewed). This is a living document that will be updated revised by Avaap/Client management throughout the program. Avaap takes the lead to produce the initial draft then turns it over to the Client for review and addition of client specific activities and/or dependencies. that will then be jointly revised and managed between Avaap and Client throughout the project.</p> <p>Acceptance Criteria: Project management planV1 created and jointly reviewed by Avaap EM and Client PM. Accepted in writing by Client in accordance with work product Acceptance</p>	Client and Avaap (Shared)	

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			procedure that is finalized as part of the Project Charter.		
1	Plan	Scheduled Iterative Design Workshops	<p>Initial iterative design sessions are identified and scheduled between Client and Avaap for in scope phase functional/technical areas.</p> <p>Acceptance Criteria: Sessions are identified and scheduled between Avaap Consultants and Client functional/technical leads. Session schedule is accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Avaap	Client
1	Plan	Initial Data Gathering Workbook	<p>Review initial workbook used to gather the Client information inclusion in the Foundation Tenant.</p> <p>Acceptance Criteria: Workshops conducted to review data gathering workbooks to educate Client on data so extraction can begin. Workshops completed and accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Avaap	Client
1	Plan	Organizational Change Management (OCM) Plan - V1	OCM plan created and integrated with overall project plan. OCM plan addresses relevant tasks and activities for implementation	Avaap	Client

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			<p>This is a living document that will be updated revised by Avaap/Client management throughout the project. Avaap takes the lead to develop the initial version of plan, that will then be jointly revised and managed between Avaap and Client throughout the project</p> <p>Acceptance Criteria: OCM plan (V1) created and accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>		
1	Plan	Project Kickoff	<p>Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Identification of project roles and responsibilities.</p> <p>*If agreed upon by both parties, this Kick-Off can also occur on the first day of Architect Design sessions in the Architect Phase</p> <p>Acceptance Criteria: Project kickoff conducted and accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Plan	Delivery of Foundation Tenant	Delivery of the initial Foundation tenant	Avaap	

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			Acceptance Criteria: Foundation Tenant delivered to the project team for use in System Design & Build. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.		
1	Plan	Plan Stage Sign off	Completion of stage work products. Acceptance Criteria: Acceptance and approval of stage work products accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.	Client and Avaap (Shared)	

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
1	A&C	Testing Strategy Document – V1	Initial Testing Strategy document (V1) will define testing strategy for each type of testing planned, purposes, responsibilities, guidelines, high level schedule, and other information specific to each round of testing to occur in the Test Stage. Acceptance Criteria: Initial Testing Strategy document created and jointly reviewed by Avaap EM and Client PM. Accepted in writing by	Client	Avaap

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.		
1	A&C	Tenant Management Plan	<p>Define the plan for managing each tenant.</p> <p>Acceptance Criteria: Tenant Management Plan created reviewed with the Client PM. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Avaap	n/a
1	A&C	Complete Iterative Design Workshops	<p>Complete architect sessions between Client and Avaap for in scope phase functional & technical areas.</p> <p>Acceptance Criteria: Sessions are completed between Avaap consultants and Client functional/technical leads. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Avaap	Client
1	A&C	Deliver Configuration and Data Gathering Workbooks	<p>Complete and deliver all Configuration Workbooks (CWB) and Data Gathering Workbooks (DGWB) for in scope phase functional areas after Iterative Design Workshops are complete.</p> <p>Acceptance Criteria: All Configuration Workbooks and Data Gathering Workbooks are delivered to Client.</p>	Avaap	Client

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.		
1	A&C	Provide all required Workbooks for E2E Tenant Build	<p>Provide sign-off on all required CWB workbooks used to document design elements for all in scope (as defined in Section 2.3) phase functional areas.</p> <p>Populate all required DGWB workbooks used to gather the Client information for inclusion in E2E Tenant build. The Client at this time will document any required data mapping, extraction scripts, etc., and keep updated throughout the project.</p> <p>Acceptance Criteria: All Configuration Workbooks have been reviewed and signed off on by Client as defined by the Acceptance Criteria developed as part of the Project Charter. Data gathering workbooks are populated in the required format for inclusion in the E2E tenant build. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client	Avaap
1	A&C	Scheduled Customer Confirmation Sessions	<p>Initial customer confirmation sessions between Client and Avaap are scheduled for in scope phase functional/technical areas.</p> <p>Acceptance Criteria: Sessions are scheduled between Avaap</p>	Avaap	Client

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			Consultants and Client functional/technical leads. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.		
1	A&C	Final Configuration Workbooks	<p>Deliver final Configuration Workbooks to Client.</p> <p>Acceptance Criteria: Configuration Workbooks accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p> <p>After this acceptance it is the Client's responsibility to update and maintain these design documents if they choose to do so.</p>	Avaap	Client
1	A&C	End to End Tenant Build	<p>End to End Tenant - Configured tenant based on the decisions made in the Stage. The Client is responsible for validating its accuracy.</p> <p>Acceptance Criteria: E2E tenant build complete and available to project team for use during End-to-End testing. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	A&C	Test Scenarios	Client defines all test scenarios to run successfully during testing. Avaap will provide the Client with test scenarios from the Workday deployment guide as a	Client	Avaap

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			<p>starting point and facilitate the completion of these by the Client.</p> <p>Acceptance Criteria: Test scenarios refined, created, and accepted based on Client uniqueness. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>		
1	A&C	C&P Stage Sign off	<p>Completion of stage work products.</p> <p>Acceptance Criteria: Acceptance and approval of stage work products. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
1	Test	Completed End to End Testing	<p>Completed test cycle to validate the flow of end-to-end processes between multiple functions and third-party integrations. Support from Avaap will include answering questions on transaction processing as well as trouble shooting and supporting the Client in correcting issues found.</p> <p>Acceptance Criteria: End to end tests completed based on the stringing of unit tests together and results documented in project portal.</p>	Client	Avaap

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.		
1	Test	Parallel Tenant Build	<p>Payroll Parallel - Configured tenant based on the configuration tested during End to End testing. The Client is responsible for validating its accuracy.</p> <p>Acceptance Criteria: Payroll parallel build complete and available to project team for use during payroll parallel testing. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Test	Completed Payroll Parallel Testing	<p>Completed payroll parallel testing for 3 payroll parallel test cycles. Support from Avaap will include answering questions on transaction processing as well as trouble shooting, and correcting issues found.</p> <p>Acceptance Criteria: Three consecutive payroll cycles tested, reconciled, and completed per the parameters laid out in the Testing Strategy Document. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client	Avaap
1	Test	Completed Production Dress Rehearsal Testing	Completed test cycle to validate acceptance of system. Support from Avaap will include answering questions on transactional processing. Client will be	Client	Avaap

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			<p>responsible for correcting issues found.</p> <p>Acceptance Criteria: Production Dress Rehearsal tests completed based on end-to-end testing representing Client</p> <p>departments and results documented in project portal. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>		
1	Test	Initial Cutover Plan – V1	<p>Initial plan for cutover to Workday used to track completion of activities and overall status of the cutover. This is a living document that will be updated revised by Avaap/Client management throughout the program.</p> <p>Acceptance Criteria: Cutover plan V1 created jointly reviewed by the Avaap EM and Client PM. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Test	Test Stage Sign-off	<p>Completion of stage work products.</p> <p>Acceptance Criteria: Acceptance and approval of stage work products. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
1	Deploy	GOLD/Pre-Production Tenant Build	<p>All configuration and data migrations are complete based on in scope requirements for Phase 1. Validated by the Client</p> <p>Acceptance Criteria: GOLD tenant delivered to Client project team for final validation and catch-up transactions. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Deploy	Final Go-Live Workday Checklist	<p>Completion of the Workday Go Live Checklist, including all required information, prior to Workday's Project Readiness – Deploy Delivery Assurance Review.</p> <p>A copy of the Go-Live Checklist needs to be reviewed, signed and attached to the Move to Production Workday case no less than 2 weeks prior to Move to Production date.</p> <p>Acceptance Criteria: Go-Live Checklist created and accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Deploy	Deploy Stage Sign-off	Completion of stage work products.	Client and Avaap (Shared)	

Phase	Stage	work product	Description and Acceptance Criteria	Owner	Contributor
			Acceptance Criteria: Acceptance and approval of stage work products. Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.		
1	PPS	Post-Production Support Complete – Phase 1	<p>Complete 6-week postproduction support activities</p> <p>Acceptance Criteria: 6-week postproduction support period completed wherein all true defects, either related to go-live activities or previously identified and agreed upon by both Avaap and Client as “punch list” items have been resolved. Timely testing of these defects and/or punch list items is the responsibility of the Client. Phase Acceptance granted by Client.</p> <p>All knowledge transfer is expected to be completed prior to the end of the consulting team support period and is limited to the Workday-recommended standard knowledge transfer sessions required to maintain a Workday service in Production.</p> <p>Accepted in writing by Client in accordance with work product Acceptance procedure that is finalized as part of the Project Charter.</p>	Avaap	Client

Appendix D: Detailed Project Roles

Avaap Team Roles

Avaap Role	Description of Role
Executive Sponsor/Program Director	Each project is assigned an Avaap Executive Sponsor and/or Program Director. This individual will serve in an advisory role and will provide oversight for the entire project. This individual provides an escalation point for any issues related to the delivery of services or issues that have the potential of adversely affecting the timeline or budget of the project. This individual maintains executive level relationships with the Client and participates in Steering Committee meetings to facilitate effective project governance. The Executive Sponsor will handle any negotiation related to scope or resource changes as required to successfully execute the project and any associated Change Orders.
Engagement Manager	Avaap will designate an Engagement Manager to be responsible for working with the Client Project Manager to ensure the overall and timely success of the initial deployment of each work stream. The Engagement Manager will help guide the deployment by providing Avaap best practices as they relate to project management techniques, the use of Avaap tools and templates, and leveraging Avaap's implementation methodology. The Engagement Manager will staff the project with Avaap or partner resources and guide their activities based on a mutually agreed upon project plan. The Engagement Manager will provide overall project status to key members of Client and Avaap's management team and participate in internal review meetings to help ensure the project is meeting deadlines and mitigate any risk.
Solution Architects/Leads	Responsible for providing cross-functional oversight to the Functional Consultants to help manage configuration and design challenges. The Solution Architect will drive consistency, efficiency and focus on the Client's objectives. Each Solution Architect maintains an overarching view of the functional aspects of the Client's Workday deployment and provides senior guidance in the details of Workday. As well, each Solution Architect leverages lessons learned from other projects to facilitate the most effective and efficient approaches and techniques related to design, configuration, integration development, testing, data conversion, reporting, and complete alignment with Workday.
Functional Consultant(s)	Responsible for working with Client to design business processes, gather functional and reporting requirements. The Consultant configures Workday according to Client requirements and documents any areas where requirements are not met. They provide best practices to ensure the Client is taking full advantage of the features/functions of the Workday solution. They support testing, data conversion, knowledge transfer, change management and integration development efforts. They escalate issues that may impact the go-live date to the Avaap Engagement Manager.
Integration Consultant(s)	Responsible for working with the Avaap Business Consultant and Client Business Analysts to gather and document integration requirements. The Integration Consultant supports the configuration and testing of Avaap packaged integrations and the development of Client integrations as defined by the Statement of Work along with knowledge transfer.

Avaap Role	Description of Role
Organizational Change Management Consultant(s)	Responsible for executing the Avaap Change Approach (People Engagement, Assess & Align, Plan & Activate, and Measure & Sustain), and the various elements of the change management plan according to the change strategy in conjunction with the Client OCM resources. The consultant(s) work closely with the client OCM lead and resources, the Engagement Manager, and the Functional Leads to address, coordinate and deliver the organization on the elements derived from change. The OCM consultant(s) will collaborate with the client OCM team and the client project team to assess the areas impacted by the project, define the strategies that will be employed to mitigate the risks associated with change, and to develop a plan to address key areas.
End User Training Developer	Using the Training Plan, Curriculum Plan, and Workday Adoption Kit (WAK) as inputs, develops training collateral covering ESS and MSS Topics.
Subject Matter Experts	Identified as needed during this implementation. Example roles could be Financial Planning SME, Security SME, or future Workday product experts.
Testing Manager	As part of this role, the individual is expected to collect and assemble test scripts, organize into the Avaap provided Testing Management Tool ensure that tests are executed and the subsequent results are collected from functional Testers and maintained in the Testing Management Tool, ensure that any issues/defects are document by the functional Testers using the identified defect management process, provide metrics related to test completion status, defect status, and other test data for testing signoff, communicate test results using Daily Review meetings, highlight scenarios that have significant issues, discuss options for catching up or pulling ahead of each testing cycle, and assign follow up action items to ensure progress towards successful completion of each test cycle.

Client Team Roles

Client personnel are experts on Client business and technologies. As such, they will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project. The following chart depicts the delineation in the roles as it relates to Client project team:

These roles may be further refined during the project Plan Stage based on Client availability and organizational structure.

Client Role	Description of Role
Executive Sponsor / Steering Committee	Provides funding and support for the Project including ensuring all appropriate resources are available for the Project; resolving issues that are blocking the critical path of the Project, providing overall direction to Client's Project Manager and may sign, or delegate signing of, key work products/Project milestones.
Project Champions (one or more Client executives depending on the	Acts as a vocal and visible champion, legitimizes the project's goals and objectives, keeps abreast of major project activities and is a decision-maker for the project. The Project Champion provides strategic support for the Project Manager; assists with major issues, problems, and policy conflicts; removes

Client Role	Description of Role
project scope and executive expertise)	obstacles; is active in planning the scope; approves scope changes; signs off on major work products; and signs off on approvals to proceed to each succeeding project stage. The Project Champion is the project advocate, ensuring the overall success and direction of the project. Ideally this person has both technical acumen, process and project management acumen and is respected as a leader among the end user community. This person builds relationships across functions and acts as a change management champion and catalyst for transformation through all stages of deployment and once in production. The Project Champion sets the organizational message and expectations for all Workday users.
Client Project Manager	Provides day-to-day direction for Client roles by owning the project plan, establishing, and managing project details, work products, schedules, tasks, and assignments. Additionally, this role will coordinate activities with other teams, including 3rd party providers and identifying potential issues and proactively resolving the issues to minimize the impact to the project budget, scope, and schedule. This role may also have responsibility for signing and approving completion of key work products/milestones.
Business Analysts (Subject Matter Experts)	The individual or individuals who are familiar with Client business processes and systems and can provide information to the Business Consultants to configure the Workday Solution. Responsibilities include: Communicating functional requirements that need to be configured in Workday; describing current business processes and working with the team to simplify and improve; working with Business Consultant to help map and load data into Workday; actively participating in all testing activities; cleansing data prior to providing it to Avaap Business Consultant; standardizing job, compensation, and organization set-up data; loading existing data; validating data converted into the Workday solution; developing custom reports; and conducting end-user training.
Technical Analysts (Subject Matter Experts)	Technical resources that will perform the following: provide expertise on the third-party interface requirements; design, develop, and test all custom integrations identified in Project scope; assist Avaap in the configuration and testing of all Workday integrations identified in the Project scope; export data from legacy systems and support the conversion and loading of data into Workday.
Testing Lead	The individual is familiar with Client business processes and systems and will assist with coordinating the resources in the various test cycles. As part of this role, the individual is expected to help collect and assemble test scripts, organize into the Avaap provided Testing Management Tool, ensure that tests are executed and the subsequent results are collected from functional Testers and maintained in the Testing Management Tool, ensure that any issues/defects are document by the functional Testers using the identified defect management process.
Workday Administrator	This resource will be a key contact to Workday's Client Success during deployment. He/she may be responsible for logging Client care cases, training, or other Client Success activities. This resource will be the person responsible for the Workday solution following the Move to Production. Typically provides "Tier 1" support to the Client's organization and serves as point of contact for the Workday Production Support team and to Avaap. Looks for ways to

Client Role	Description of Role
	optimize and improve the use of the Workday application. Coordinates and ensures updates are planned for and executed properly.
OCM Lead	Responsible for the overall OCM partnership with Avaap, the internal leadership of OCM resources, and the client facing change leadership. Responsible for the execution of OCM related tasks, activities, and deliverables outlined in the change strategy and associated plan(s).
OCM Resources	Assist with and support the delivery and execution of activities in the OCM plan(s). May include but not limited to communications content development, review, approval, or dissemination, facilitation, coordination, or leadership of the change network, and training logistics support and/or end user training delivery support.

Client will:

- designate and involve a senior executive to be actively involved in project oversight and to serve as a project champion who can be available to resolve escalations impacting the fundamental success of the project;
- provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Avaap personnel while working at Client's location. The Avaap project team will be located in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area;
- ensure that Client staff is available to provide such assistance as Avaap reasonably requires and that Avaap is given reasonable access to Client senior management, as well as any members of its staff to enable Avaap to provide the Services. Client will ensure that its staff has the appropriate skills and experience. If any Client staff fails to perform as required, Client will make suitable additional or alternative staff available;
- provide all information and materials reasonably required to enable Avaap to provide the Services. Avaap will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;
- obtain and manage (with appropriate agreements in place) any third parties and those third-party products (including any hardware, software, communications equipment, and the like) and services upon which Avaap is relying on to provide the Services described herein (e.g., Workday and third-party services integrated with Workday);
- **Note:** Client acknowledges and agrees that Avaap is not responsible for any project delays resulting from defects or functionality gaps in the Workday software.
- contract directly with Workday for Workday Delivery Assurance and Workday Delivery Assurance Manager services;
- **Note:** Client acknowledges and agrees that all work products and services provided as part of such Workday services are the responsibility of Workday.
- provide Avaap with access to all preparatory analyses, including readiness assessments, total cost of ownership estimates, requirements analyses, and Workday fit/gap assessments;
- be responsible for standardizing system agnostic business processes, business practices, and business policies across the enterprise with minimal exceptions.

- decide whether the Workday delivered content and business processes meet the Client's needs or will the Client deviate from the pre-configured content and business processes (Note: Changes in scope may result in additional costs, configuration, and testing.);
- verify Client has appropriate agreements in place with third parties whose work may affect Avaap's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of third parties, and for any third-party hardware, software or communications equipment used in connection with the Services;
- allow Avaap to cite Client's company name and the general nature of the Services Avaap performed for Client to Avaap's other Clients and other prospective Clients for up to two years after the expiration of the Agreement.
- if making available to Avaap any facilities, software, hardware, or other resources in connection with Avaap's performance of Services, obtain at no cost to Avaap, any licenses or approvals related to these resources that may be necessary for Avaap to perform the Services. Avaap will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse Avaap for any reasonable expenses that Avaap may incur from Client's failure to obtain these licenses or approvals.
- be solely responsible for testing and any move-to-production activities, when production is live, which shall include configuration, business processes, data, reports, and integrations. Client will provide written acceptance of test results to Avaap at the end of the Test Stage. If Avaap agrees in writing to access Client's production tenant for move-to-production activities, client shall verify production results and is solely responsible for production accuracy. Client shall provide written acceptance to Avaap after such move-to-production activities.
- perform Client roles and responsibilities as indicated in the "Roles and Responsibilities" Appendix C and the "Information Security Responsibilities" defined in section 5.2.

Workday Roles

Workday Role	Description of Role
Workday Delivery Assurance Group	Avaap partners closely with Workday for the mutual benefit of all parties continually throughout the deployment. The primary avenue of this partnership is through Workday Delivery Assurance. Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with team toward the implementation of Workday.

Appendix E: Definitions

Definitions

Capitalized terms not otherwise defined in this SOW are defined elsewhere in the Agreement and have the same meaning in this SOW as ascribed to them therein.

Change Management is the application of processes, tools, and methodology to influence those who need to adopt the change to mitigate risk and ensure a smooth transition to future state.

Change Leadership is the focus on the vision, strategy, and motivation involved in driving a change initiative. Change leaders serve as the engine behind the initiative, allocating appropriate resources, and guiding and motivating their teams throughout the implementation process.

Go-Live (also referred to as “deploy” or “move to production”) - refers to the deployment of Workday functionality into production for Client’s use as part of its normal operations. More than one Go-Live may be contemplated by this SOW, as specified in the “Detailed Project Scope” appendix.

Parties – Avaap and Client.

Tenant - a unique instance of the Workday service with a separate set of data held by Workday in a logically separated data storage (i.e., a data segregated through password-controlled access). While Workday may supply additional tenants, the following tenants will be used for the deployment of Workday for Client

Foundation Tenant – This is your initial tenant that is built with CFX data with the Avaap data conversion team and acts as your starting point for design sessions.

End-to-End Tenant – used for end-to-end testing and user acceptance testing. The full dataset will be converted into the End-to-End Tenant, and only minimal data gaps/issues are expected to persist for this conversion.

Parallel Tenant – used for Parallel Payroll Testing. This is a copy of the End-to-End Tenant with additional payroll data, or a new Tenant which may require a full build. Catch up transactions will be performed to bring the Parallel Tenant in line with transactions in production for the equivalent period. Only limited data issues/gaps are acceptable in this conversion.

Gold Tenant – used for Client’s initial deployment to load Client’s configuration and data. Once validated, this Tenant is moved to production. Only limited data issues/gaps are acceptable in this conversion.

Sandbox Tenant – used for Client’s post production development and testing activities. The Sandbox tenant is used by the AMS team to support modifications or new configurations when the Client is in production with the affected workstreams.

Sandbox Preview – populated by Workday ahead of scheduled releases so that Clients can evaluate and test to assure compliance with functionality of a new Workday release (twice per year).

Worksets – These are time-boxed periods of time containing dependent configuration objectives, tasks, and activities.

Clarification to Scope Addendum

Item	SOW Update & Comments
<p>1. Clarification is needed to outline the list of items that affected the new revised price. CFX will need this in a separate document to provide to the board as explanation.</p>	<p>Avaap's price adjustments were the result of the following items added to our SOW:</p> <ul style="list-style-type: none"> • Adaptive Planning / Budgeting • Workday Testing Manager • Expanded Project Timeline • Scope Contingency • Travel Expenses included in Fixed Price amount.
<p>2. Professional Fees – Page 7. CFX requests a milestone payment schedule instead of a fixed monthly fee schedule. Can Avvap rework the payment schedule to account for the milestone payments?</p>	<p>Fixed Fee payment schedule has been updated based on key Project Milestones defined on Page 6 of the SOW</p>
<p>3. Contingency language – need to clarify the flexibility of the scope items listed in detail as part of the SOW and the use of contingency throughout the project. CFX doesn't want to receive a change order if a reasonable scope adjustment is needed i.e. number of vendors goes from 5000 listed in the SOW up to 5025 as an example.</p>	<p>Avaap's contingency will be used to manage scope changes that might occur throughout the project. On Page 11 of the SOW, we have added two types of Scope changes and language to manage these changes when they occur:</p> <p>Primary Scope Considerations (indicated in tables below by [*]) represent key drivers for our proposed level of effort and a requested change would likely impact the level of effort and require a change order. Avaap and the Client work in good faith to identify a resolution.</p> <p>Secondary Scope Considerations provide additional guidelines for how Avaap plans to configure the Client's solution. For items that have a metric listed next to them a 10% variance on metrics or work effort is included in our scope.</p> <p>At the end of each Plan, Architect and Configure & Prototype project phase, we conduct a Scope Alignment Analysis effort to identify any differences in scope. If the level of effort (as mutually agreed upon) necessary to configure Workday exceed the contract contingency due to Client decisions that require any of the following quantities listed in the scope tables below to be exceeded, a Change Order may be required which may affect overall cost (level of effort) and timeline.</p>

Clarification to Scope Addendum

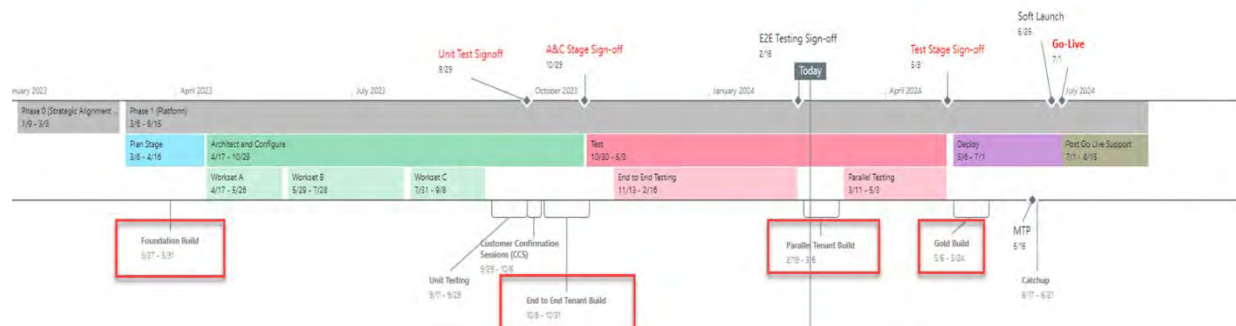
4. AVAAP should fold in travel costs into the fixed price amount – not a separate line item for reimbursement	Yes, we have included the Travel Expenses in the new Fixed Price Milestone Payment Schedule on Page 6 of the SOW .
5. Pg 41 – Interfaces – confirm AD is in the list of interfaces, Add to the list in the table	Yes, AD has been included in the Integration list on Page 38-39 of the SOW .
6. Pg 8 optional Services – CFX will leave these as optional and issue an amendment if they choose to leverage them (no change needed to this section). CFX requests an update on pg 43 – clarification that if CFX chooses to leverage AVVAP resources for conversion the responsibility will become shared.	Yes, we have added the following clause on Page 41 of the SOW . Should Client decide to utilize Avaap for the Expanded Data Conversion activities, this will be a shared responsibility between Client and Avaap (see page 7 for details related to this option).

Regarding the question about the Workday Tenant Builds and CFX Data Loads, our approach provides the following structure:

- Workday Tenant Builds will happen four times during the project:
 - o Foundation Build - is done during the Plan stage and early in the Architect & Configure stage
 - o End to End Build - is a full build done at the end of the Architect & Configure stage
 - o Parallel Build – is done during the middle of your Testing stage
 - o Gold Build – is done at the beginning of Deploy stage and is the pre-production environment.

The data and config put into that tenant becomes the customer's production config and data.
- CFX Data Load will be refreshed three (3) times during the project (Plan, A&C, and Deploy).

Below is a representative example. Avaap will prepare a similar Tenant Build and Data Load timeline specific to CFX's project plan.




**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024

SUBJECT: Approval of Contract Award to Nabors, Giblin & Nickerson, P.A. for
Disclosure Counsel Services
Contract No. 002094

Request for Proposals (RFP) from qualified firms to provide Disclosure Counsel Services was advertised on February 11, 2024. Four responses were received by the March 1, 2024 deadline. Those firms were Bryant, Miller, Olive, P.A., Greenberg Traurig, P.A., Holland & Knight LLP and Nabors, Giblin & Nickerson, P.A.

The Evaluation Committee, after reviewing the technical proposals, met on March 7, 2024 and shortlisted all the firms.

The Evaluation Committee conducted interviews on March 18, 2024. 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:

<u>Ranking</u>	<u>Firm</u>	<u>Total Points</u>
1	Nabors, Giblin & Nickerson, P.A.	95.25
2	Greenberg Traurig, P.A.	94.60
3	Bryant, Miller, Olive, P.A.	91.57
4	Holland & Knight LLP	86.77

The Finance Committee, at its April 2, 2024 meeting, recommended award of the contract to Nabors, Giblin & Nickerson, P.A. for Disclosure Counsel. Board award of the contract to Nabors, Giblin & Nickerson, P.A. in the amount of \$591,000.00 for a three year term with two one-year renewals is requested.

Reviewed by: 

Lisa Lumbard
Chief Financial Officer

RFP-002094 Evaluation Committee Final Ranking - March 18, 2024 Minutes

The Evaluation Committee for **Disclosure Counsel Services, Contract No. 002094**, held a duly noticed meeting on Monday, March 18, 2024, commencing at 1:00 p.m. in the Pelican Conference Room at CFX Headquarters, Orlando, Florida.

Committee Members Present:

Lisa Lumbard, CFX, Chief Financial Officer
Michael Carlisle, CFX, Director of Accounting and Finance
Glenn Pressimone, CFX, Chief of Infrastructure
Lori Bailey Brown, Seminole County BOCC, Chief Financial Officer

Other Attendees:

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

Interviews:

Ms. Traci Parks-Chillon began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Bryant, Miller, Olive, P.A.	1:00 - 1:20 p.m.
Greenberg Traurig, P.A.	1:25 - 1:45 p.m.
Holland & Knight LLP	1:50-2:10 p.m.
Nabors, Giblin & Nickerson P.A.	2:15-2:35 p.m.

Evaluation Portion:

Ms. Traci Parks-Chillon opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
Bryant, Miller, Olive, P.A.	331	82.75
Greenberg Traurig, P.A.	341	85.25
Holland & Knight LLP	320	80.00
Nabors, Giblin & Nickerson, P.A.	341	85.25

Pricing:

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

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
Bryant, Miller, Olive, P.A.	\$670,200.00	8.82
Greenberg Traurig, P.A.	\$631,900.00	9.35
Holland & Knight LLP	\$872,500.00	6.77
Nabors, Giblin & Nickerson, P.A.	\$591,000.00	10.00

Total Points and Rankings:

<u>Proposer</u>	<u>Ave. Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Bryant, Miller, Olive, P.A.	82.75	8.82	91.57	3
Greenberg Traurig, P.A.	85.25	9.35	94.60	2
Holland & Knight LLP	80.00	6.77	86.77	4
Nabors, Giblin & Nickerson, P.A.	85.25	10.00	95.25	1

The evaluation Committee recommends CFX Board approve the ranking. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 3:35 p.m. These are the official minutes of the Evaluation Committee final ranking meeting for RFP-002094 held Monday, March 18, 2024.

Submitted by:


Traci Parks-Chillon, Manager of Procurement

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

Lisa Lumbard

Lisa Lumbard, Chief Financial Officer

Signature: 

Email: lisa.lumbard@cfxway.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY





BOND DISCLOSURE COUNCIL
RFP - CONTRACT NO. 002094

EVALUATOR	BRYANT MILLER OLIVE, P.A.		GREENBURG TRAURIG, P.A.		HOLLAND & KNIGHT LLP.		NABORS, GIBLIN & NICKERSON, P.A.	
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
LISA LUMBARD	88		90		79		88	
GLENN PRESSIMONE	85		84		82		83	
MICHAEL CARLISLE	84		88		85		87	
LORI BAILEY BROWN	74		79		74		83	
TOTAL	331		341		320		341	
AVG. TECH. POINTS	82.75		85.25		80.00		85.25	

PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
BRYANT MILLER OLIVE, P.A.	\$ 670,200.00	8.82
GREENBURG TRAURIG, P.A.	\$ 631,900.00	9.35
HOLLAND & KNIGHT LLP.	\$ 872,500.00	6.77
NABORS, GIBLIN & NICKERSON, P.A.	\$ 591,000.00	10.00

POINT TOTALS AND FINAL RANKING				
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
BRYANT MILLER OLIVE, P.A.	82.75	8.82	91.57	3
GREENBURG TRAURIG, P.A.	85.25	9.35	94.60	2
HOLLAND & KNIGHT LLP.	80.00	6.77	86.77	4
NABORS, GIBLIN & NICKERSON, P.A.	85.25	10.00	95.25	1

Committee Members:


 LISA LUMBARD

 GLENN PRESSIMONE

 MICHAEL CARLISLE

 LORI BAILEY BROWN

Monday, March 18, 2024

Monday, March 18, 2024

Monday, March 18, 2024

Monday, March 18, 2024

CONTRACT

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

**NABORS, GIBLIN
& NICKERSON, P.A.**

DISCLOSURE COUNSEL SERVICES

CONTRACT NO. 002094

CONTRACT DATE: APRIL 11, 2024

CONTRACT AMOUNT: \$591,000.00

**CONTRACT, SCOPE OF SERVICES W/ ATTACHMENT, PRICE PROPOSAL,
TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE
FORM**

**CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, PRICE PROPOSAL,
AND POTENTIAL CONFLICT DISCLOSURE FORM**

DISCLOSURE COUNSEL SERVICES

CONTRACT NO. 002094

APRIL 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR DISCLOSURE COUNSEL SERVICES**

This Contract No. 002094 (the “Contract”) as defined herein below), is made this 11th day of April 2024 between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called (“CFX”) and NABORS, GIBLIN & NICKERSON, P.A., hereinafter the (“COUNSEL”).

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to serve as CFX's Disclosure Counsel for the issuance of revenue Disclosures and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on or about February 12, 2024, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and,

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on March 18, 2024, and the recommendation of the Finance Committee at its meeting held on April 02, 2024. The CFX's Board of Directors at its meeting held on April 11, 2024 selected Nabors, Giblin & Nickerson, P.A. to serve as Disclosure Counsel;

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

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

SECTION 1. SERVICES. CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX financial matters, including, but not limited to, Disclosure financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit “A”**.

SECTION 2. 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.

(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 Chief Financial Officer as CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. TERM. Unless earlier terminated as provided for herein, this Agreement shall become effective April 11, 2024 and shall run for a term of three (3) years, 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 COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

If necessary, the Procurement Director may extend the terms of the agreement up to 12 months to complete any pending tasks or assignments so long as it will not increase or require any further increases in budget.

SECTION 4. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist CFX in the field of finance, Disclosure financing and re-financing and 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 L. Thomas Giblin, 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 transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of 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 work done under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to a not to exceed amount of \$591,000.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", CFX shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections: provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

- (1) Reasonable expenses of transportation, when traveling outside of Orlando, (all travel, lodging and meals shall be at rates allowed to public employees under Florida Statute 112.061), long distance calls and facsimile transmissions.
- (2) If authorized in writing in advance by CFX, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within twenty (20) days of the closing of a Disclosure transaction when being compensated on the "Fixed Fee Method." CFX shall pay COUNSEL in accordance with the Florida Prompt Payment Act upon receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidence 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.

(c) Invoices billed on the time basis method shall be submitted to billing@cfxway.com. Invoices billed on the fixed fee basis should be submitted via email to the CFX Chief Financial Officer.

SECTION 7. 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 its separate arrangement with subconsultants granting ownership to CFX of such written instrument or document that may result from subconsultant's services.

SECTION 8. AUDIT AND EXAMINATION OF RECORDS

8.1 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 COUNSEL's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by COUNSEL in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from

subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL in determining a price.

8.2 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 COUNSEL or any subconsultant. By submitting a response to the Request for Proposal, COUNSEL or any subconsultant submits to and agree to comply with the provisions of this section.

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

8.4 Final Audit for Project Closeout: COUNSEL shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the COUNSEL and any or all subconsultants 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 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 COUNSEL agrees that such amounts are due to CFX upon demand. Final payment to the COUNSEL shall be adjusted for audit results.

8.5 COUNSEL shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance 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.

SECTION 9: PUBLIC RECORDS

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

COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, 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 COUNSEL 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 COUNSEL or keep and maintain public records required by the public agency to perform the service. If the COUNSEL transfers all public records to the public agency upon completion of the contract, the COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNSEL keeps and maintains public records upon completion of the contract, the 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.
5. Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by COUNSEL in conjunction with this Contract (including without limitation COUNSEL Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event the COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act.

The obligations in this Section 9 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

SECTION 10: CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the COUNSEL, to solicit or secure this Contract, and that COUNSEL has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the

award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted.

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 Ethics Policy. COUNSEL acknowledges that it has read the Ethics Policy and, to the extent applicable, COUNSEL will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, COUNSEL shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services. COUNSEL covenants and agrees that it and its employees, officers, agents, and 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.

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.

SECTION 11. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Disclosure 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. The delegation by COUNSEL of certain assignments or tasks under the scope of services to SUBCONSULTANT shall not be deemed an assignment of this Agreement for purposes of this Section.

If, during the term of the Contract, COUNSEL desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the COUNSEL 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 COUNSEL 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 COUNSEL until it has been approved by CFX Board. In the event of a designated emergency, the 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 CFX Board at its next regularly scheduled meeting.

Prior to retaining a subcontractor or Co-Counsel, or assigning any work to a subcontractor, the COUNSEL shall verify that the subcontractor does not have any conflicts and acknowledges its

duty to comply with CFX's Code of Ethics. The COUNSEL shall ensure that each subcontractor adheres to, and cause all subcontractors to be bound by, all requirements, conditions, and standards set forth herein. The COUNSEL shall collect and maintain the necessary subcontractor compliance and acknowledgement documentation and remove any subcontractor immediately, if the necessary said documentation is unavailable or the subcontractor is not adhering to the requirements and standards herein. The COUNSEL shall provide subcontractor compliance and acknowledgement documentation to CFX upon request.

SECTION 12. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 13. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 14 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 the Request for Proposals or this Agreement 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.

SECTION 15. 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.

SECTION 16. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

- (a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence. The aggregate limit shall either apply separately to this Agreement or shall be at least twice the required per claim limit.
- (b) Workers' Compensation Coverage as required by Florida law. COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified

in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a Financial Strength Rating (FSR) of at least B+ and a Financial Size Category (FSC) of at least VIII from A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service.

CFX agrees that, if more than one entity is providing COUNSEL services, each firm shall independently be liable to CFX for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

SECTION 17. INDEMNIFICATION. If there are any claims for damages attributable to the negligence, errors or omissions of the COUNSEL, their agents or employees while providing the services called for herein, it is understood and agreed COUNSEL shall indemnify and hold harmless CFX from any and all losses, costs, liability, damages and expenses arising out of such claims of litigation asserted as a result hereof. However, COUNSEL shall not be responsible for acts or omissions of CFX, its agents or employees, or of third parties which result in bodily injury to persons or property.

SECTION 18. 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.

SECTION 19. 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.

SECTION 20. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:
 Ms. Angela Wallace, General Counsel
 Ms. Lisa Lumbard, Chief Financial Officer
 Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, Florida 32807

For COUNSEL:

L. Thomas Giblin
Nabors, Giblin & Nickerson, P.A.
2502 N. Rocky Point Drive, Suite 1060
Tampa, Florida 33607

Richard B. Harb
Nabors, Giblin & Nickerson, P.A.
2502 N. Rocky Point Drive, Suite 1060
Tampa, Florida 33607

SECTION 21. 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:

- (a) immediately discontinue all services affected (unless the notice directs otherwise); and
- (b) deliver to CFX all data, drawings, specifications, 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.

SECTION 22. 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.

SECTION 23. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 24. 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.

SECTION 25. 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.

SECTION 26: 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 / subcontractors to the undersigned participating in the performance of this contract shall also be bound contractually to this and all applicable Florida statutory requirements.

SECTION 27: E-VERIFY. COUNSEL 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 COUNSEL during the term of the contract. COUNSEL 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.

SECTION 28. 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.

SECTION 29. 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.

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 April 11, 2024.

ACCEPTED AND AGREED TO BY:

NABORS, GIBLIN & NICKERSON, P.A.

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Print Name

EXHIBIT "A"

SCOPE OF SERVICES DISCLOSURE COUNSEL

The firm(s) selected will be required to perform all services and duties customarily and usually performed by Disclosure Counsel. Services to be performed by Disclosure Counsel and Co-Disclosure Counsel may include, but are not limited to, the following:

- A. Services Relative to Primary Debt Offerings:
 - 1. Serve as a member of CFX's financing team.
 - 2. Assist the financing team in determining the information and specific language to be included in the Official Statement for bond and/or note issuances.
 - 3. Make inquiries to assure that all material facts are fully disclosed to potential investors and that there have been no material omissions or misstatements of fact regarding a financing.
 - 4. Advise the financing team as to disclosure requirements relative to issuance of the debt instruments.
 - 5. Prepare, with the assistance of financing team members, the Preliminary Official Statement and Official Statement and any amendments thereto in connection with Authority financings.
 - 6. Render appropriate opinions as to the adequacy and completeness of information included in the offering documents relating to CFX financings.
 - 7. Assist CFX in complying with Federal and State regulatory agencies' laws and regulations including securities laws and perform other related services as required to meet disclosure requirements of Federal and State Securities Laws.
 - 8. Negotiate and prepare the Continuing Disclosure Undertaking.
 - 9. Review transcripts of all proceedings in connection with CFX financing and indicate any necessary corrective action.
 - 10. Attend meetings with CFX staff and officials, CFX's Bond Counsel, financial advisor, underwriters, rating agencies and others if necessary, for development or dissemination of information in connection with the issuance of debt instruments.
 - 11. Counsel and provide advice to CFX in the preliminary process of developing the appropriate financial plan to fund potential projects contemplated by CFX.

12. Assist CFX in ensuring the following disclosure requirements are met:

- Disclosure of potential conflicts of interest and material financial relationships among issuers, advisors and underwriters including those arising from political contributions.
- Disclosure regarding the terms and risks of securities being offered.
- Disclosure of issuer's financial condition, results of operation and cash flows.
- Disclosure of material events for which filings must be made.
- Disclosure of instances of non-compliance with any previous continuing disclosure undertakings under SEC Rule 15c2 12, during the preceding five years.

B. Services Relative to Review and Assistance with the Annual Disclosure Document.

1. Assist CFX in determining what types of financial information/operating data should be included in the Annual Disclosure Document.
2. Review the Annual Disclosure Document and provide appropriate comment and recommendations for modification.
3. Provide training CFX staff regarding SEC Rule 15c2 12 and the responsibilities of Authority staff with respect thereto.

C. Services Relative to Formulation of Comprehensive Policies and Standardized Documents for Primary and Secondary Disclosure.

1. Assist CFX in reviewing and updating current written policy to provide continuing disclosure in compliance with SEC Rule 15c2 12.
2. Assist CFX in further developing standardized disclosure documents/language and electronic publications for use in connection with primary debt offerings. Said language to include, but not be necessarily limited to:
 - Written agreement for the benefit of the bondholders committing to continuing disclosure (Continuing Disclosure Undertaking).
 - Language to be included in the Official Statements describing the Continuing Disclosure Undertaking.

- D. Services Relative to Providing General Advice and Consultation to CFX and its financing team related to disclosure issues.

CFX may separately select other financing team members, including Bond Counsel and Issuer's Counsel. CFX may adjust the responsibilities and assignments of the financing team members in order to best utilize, in CFX's judgment, the expertise of its various financing team members.

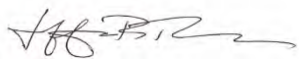
END OF SCOPE OF SERVICES

ATTACHMENT 1 TO EXHIBIT "A" - List of Outstanding Bonds as of January 22, 2024

**CONSENT AGENDA ITEM
#11**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti


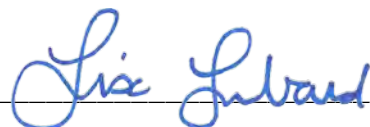
DATE: March 26, 2024

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit materials as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on January 31, 2024.

1. Fiscal 2024 Procurement and Contract Billing Audit
2. Fiscal 2024 State Toll Discount Program Compliance Review
3. Fiscal 2024 Payment Card Industry Assessment Summary
4. Fiscal 2024 Driver and Vehicle Information Database Data Security Assessment

Reviewed by:





PROCUREMENT AND CONTRACT BILLING AUDIT

November 2023

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

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EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Overview

In accordance with the FY2024 Internal Audit Plan, Internal Audit selected two Central Florida Expressway Authority (“CFX”) contracts for audit from a population of currently active engineering, service, maintenance, operations, and construction projects with a contract value in excess of \$2.69 billion. The combined contract value of these two contracts exceeded \$112.9 million (\$79.6 million in current expenditures). The last contract billing audit was completed during December 2022 and included different contracts and different vendors.

Objectives

The objectives of this audit were to (1) audit the accuracy of items billed to CFX in accordance with contract terms and conditions, and (2) identify and test key processes and controls related to contract procurement, contract administration, project and cost management, and supplemental agreement management.

Project Scope and Approach

This audit was performed using a four-phased approach as outlined below.

Phase I – Contract Analysis and Selection

To select contracts for audit, Internal Audit obtained a listing of all active contracts and identified a short-list of contracts for audit after interviewing management and performing a risk analysis based on contract size, duration, terms and conditions, and nature of the work. The following contracts were selected for review:

1. **The Middlesex Corporation (#001871)** – Contract for the widening of SR 429 from Tilden Road to Florida's Turnpike; Project 429-154)
This contract began in June 2022. This contract was selected because it represents significant spend with a vendor Internal Audit has not previously audited.
2. **Cathedral Corporation (#001604)** – Contract for printing and mailing services as part of toll operations. This project began in July 2020.
This contract was selected for its significant spend as a toll operations project and the fact that expenditures have exceeded the total initial contract value with two years remaining.

Continued on the following page....

EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Phase II – Processes and Controls Review

Internal Audit performed procedures to review CFX’s processes, policies, and procedures related to procurement, contract administration, project and cost management, and supplemental agreement management. Key internal controls within each of these areas were identified and tested for each contract selected in Phase I. A summary of the procedures performed, results, and observations are provided on the following pages. Additional details on the procedures performed are included in Appendix A.

During September 2023, Internal Audit completed a review of open recommendations issued as part of prior Procurement and Contract Audit reports in past years. As of the time of this audit, there were no audit recommendations that remained open from prior year Procurement and Contract Billing Audit reports. The process and internal control changes that were made based on prior audit reports were incorporated into the FY2024 Procurement and Contract Billing Audit scope for review so that Internal Audit could assess whether prior year findings were resolved and not prevalent in the contracts selected for testing during the current year.

Phase III – Contract-Specific Audit Procedures

Internal Audit performed detailed audit procedures to review contract terms, costs billed to CFX, and other key attributes for each contract selected for audit. The contracts selected, contract value, spend to date, sample tested, and percentage of spend tested are outlined below:

Contract	Contract Value	Spend to Date [1]	Sample Tested [2]	% Spend Tested
The Middlesex Corporation (#001871)	\$97,659,429.92	\$63,863,453.30	\$44,175,436.70	69.17%
Cathedral Corporation (#001604)	\$15,247,161.13	\$15,715,664.51	\$10,518,619.67	66.93%
Total	\$112,906,591.05	\$79,579,117.81	\$54,694,056.37	68.73%

[1] As of September 7, 2023

[2] Invoices were selected for testing using judgmental sampling. A detailed report of all invoices paid to date was obtained for each contract and analyzed on a month-over-month basis to select samples for testing. The invoices selected were tested for compliance with contract terms and conditions.

Phase IV – Reporting and Deliverables

Internal Audit prepared this report for management review and issuance to the CFX Audit Committee.

SUMMARY OF PROCEDURES PERFORMED AND RESULTS

Process Areas / Procedures / Controls Tested

For the contracts selected for audit, Internal Audit identified risks and tested key controls within the process areas outlined below. Where applicable, a sample of detailed project costs was reviewed and tested for compliance with contract terms and conditions. The table below provides an overview of the areas reviewed for each contract audited. Further details related to the specific procedures performed are provided in Appendix A.

Process	Procedures Performed / Key Areas Reviewed	Total Controls Tested	Number of Observations	Observation Reference
Procurement	Project funding and bid authorization, project bidding (sealed bids and competitive sealed proposals), bid awards, bid bond requirements, and contract renewals.	25	0	-
Contract Administration	Contract terms and conditions, insurance, bond and permitting requirements, and minority and women owned business ("MWBE") requirements.	11	0	-
Project and Cost Management	Invoice processing, project planning, scheduling, quality control, subcontract management, cost management, owner direct material purchases ("ODMP") management, and project reporting.	31	1	1
Change Order Management	Supplemental agreement review, approval, and execution.	9	0	-
Project Closeout	Preparation, approval, and submission of project close-out documents.	0	0	-
TOTALS:		76	1	-

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STATE TOLL DISCOUNT PROGRAM COMPLIANCE REVIEW

December 2023

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

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EXECUTIVE SUMMARY



Overview and Objectives

Florida Senate Bill 6A was signed into law in December 2022 formally directing the Florida Turnpike Enterprise (FTE) to establish a Toll Relief Program effective from January 1, 2023, through December 31, 2023. The legislation appropriated \$500 million for use by the Florida Department of Transportation (FDOT) to reimburse Florida toll facility entities for account credits issued and mandated that qualifying accounts incurring 35 or more qualifying transactions in a month be issued a 50 percent credit to their account in the subsequent month.

Qualifying accounts are defined as “a private prepaid SunPass account or another Florida-based electronic prepaid toll program account in good standing.”; Qualifying transactions are defined as “A paid transponder-based toll transaction incurred by a two-axle vehicle for travel on a Florida toll facility using a Florida issued transponder linked to a qualifying account.”

In accordance with the FY 2024 Internal Audit Plan, Internal Audit conducted a State Toll Discount Program Compliance Review for the Central Florida Expressway Authority (CFX). The primary objective of this audit was to review the processes and controls in place for CFX to monitor compliance with Florida Senate Bill 6A. Other objectives of the audit were to review how CFX validates customer eligibility, review how CFX calculates and applies discounts in a timely manner, and evaluate the processes and controls governing key reports generated by IT.



Scope and Approach

The audit approach included researching and outlining the terms of the existing Florida Toll Relief Program legislation, creating an audit work program, and gathering information and documentation from CFX management and staff within the Accounting and Finance, Toll Operations, and Information Technology departments. The timeframe for processes and transactions in scope for this review covered six months, from January 1, 2023 through June 30, 2023. The following audit procedures were performed:

1. Review Senate Bill 6A that established the Toll Relief Program for the 2023 calendar year to identify relevant compliance requirements and criteria
2. Conduct interviews with key CFX personnel to gain an understanding of current-state processes governing compliance with the state toll discount program, and review for process improvement opportunities
3. Identify key risks and internal controls, and review for gaps in internal control
4. Evaluate key controls for design effectiveness
5. Perform procedures to evaluate operating effectiveness of key controls related to the objectives
6. Perform limited transactional testing for a sample of customer accounts to evaluate the validity of discount eligibility rules and rates applied, considering legislative requirements

EXECUTIVE SUMMARY



Summary of Procedures Performed and Results

Internal Audit reviewed state legislation to identify relevant compliance requirements for CFX, conducted interviews with management to understand current-state processes, evaluated key controls for design and operational effectiveness, and performed detailed transactional testing for a sample of EPASS customer accounts to evaluate the validity of discount eligibility rules and rates applied. The areas reviewed, procedures performed, key controls evaluated, and observations are outlined in the table below:

Areas Reviewed	Procedures Performed	Key Controls Evaluated	Observations
Florida Senate Bill 6A	Reviewed Senate Bill 6A to identify compliance requirements and criteria relevant to CFX.	-	-
Processes and Controls Governing Compliance	Interviewed key stakeholders to evaluate the current-state of processes and controls governing compliance efforts.	5	-
EPASS Customer Statement Review	Reviewed 128 EPASS customer account statements (4,434 transactions) to assess if the appropriate discount amount was applied based on the prior month's qualifying transactions.	3	-

From January 1, 2023, through June 30, 2023, CFX processed over 126M qualifying transactions and applied over \$64.6M in total discount credits to qualifying accounts. As part of the internal control evaluation, Internal Audit performed a detailed review of 128 EPASS customer statements to evaluate the validity of discount eligibility rules and rates applied. This detailed EPASS customer statement review covered 4,434 qualifying transactions and \$2,305 in total discounts credited in February and June 2023 for qualifying transactions incurred during January and May 2023, respectively. Further information regarding this detailed review is summarized below:

Period	Customer Statements Reviewed	Qualifying Transactions Reviewed	Discount Credit Amount Reviewed	Instances of Noncompliance Noted
Jan - Feb 2023	58	712	\$238	-
May - June 2023	70	3,722	\$2,067	-
Totals:	128	4,434	\$2,305	-

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© 2023 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY PAYMENT CARD INDUSTRY (PCI) ASSESSMENT - SUMMARY

JANUARY 2024

Privileged and Confidential. The Law Department has requested the information contained within this report or document for the purpose of providing legal advice, and in anticipation of potential exposure or actual litigation. This information, report or document is directed to the Law Department to enable counsel to formulate any advice that may be appropriate or required. The contents hereof must be regarded on a continuing basis as privileged and confidential.

PCI COMPLIANCE



CFX is required to maintain PCI Compliance

- CFX is a Level 1 merchant as defined by their processing bank, Bank of America. CFX process more than 6 million payment card transactions a year. Level 1 merchants are required to complete a PCI ROC (Report on Compliance), completed by a PCI-approved assessor.
- In 2023, CFX completed their PCI ROC assessment against PCI DSS v3.2.1.
In 2024 and beyond, CFX will be assessed against PCI DSS v4.0 which takes effect March 31, 2024.
- PCI ROC v3.2.1 had 274 total requirements, and 553 document, interview and observation requests.
PCI ROC v4.0 (applicable March 31, 2024) has 439 total requirements, and 669 document, interview and observation requests.
- CFX reports their PCI compliance status to Bank of America, with a ROC completion date of December 15.

PCI DATA SECURITY STANDARD

The assessment focused on over 400 controls within the following twelve domains of the PCI Data Security Standard.

Build and Maintain a Secure Network

- 1. Install and maintain a firewall configuration to protect cardholder data
- 2. Do not use vendor-supplied defaults for system passwords and other security parameters

Maintain a Vulnerability Management Program

- 5. Use and regularly update anti-virus software or programs
- 6. Develop and maintain secure systems and applications

Regularly Monitor and Test Network

- 10. Track and monitor all access to network resources and cardholder data
- 11. Regularly test security systems and processes

Protect Cardholder Data

- 3. Protect stored cardholder data
- 4. Encrypt transmission of cardholder data across open, public networks

Implement Strong Access Control Measures

- 7. Restrict access to cardholder data by business need to know
- 8. Assign a unique ID to each person with computer access
- 9. Restrict physical access to cardholder data

Maintain an Information Security Policy

- 12. Maintain a policy that addresses information security for all personnel

ASSESSMENT SUMMARY



Protiviti team performed onsite and remote fieldwork between July 10, 2023 through December 15, 2023.

- Fieldwork was conducted through a variety of methods including documentation review, interviews, technical analysis, and physical investigation.
- Notable changes to the PCI environment in FY24: Card reader devices are now present in 14 plazas, reload lanes and toll lanes (previously 4); upgraded the network infrastructure (firewalls).
- No gaps were identified during fieldwork.
- All CFX individuals involved were extremely helpful and well attuned to the importance of the assessment.

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DAVID Data Security Assessment

Central Florida Expressway Authority

December 2023

FY2024 DAVID Data Security Assessment

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FY2024 DAVID Data Security Assessment

Executive Summary

Overview

During the period of November 6th, 2023, to December 18th, 2023, Internal Audit performed a Data Security Assessment of the Driver and Vehicle Information Database systems (“DAVID”) data within the Central Florida Expressway Authority (“CFX”) environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in *Section V – Safeguarding Information*, of the DHSMV Driver and Vehicle Information Database Data Exchange Memorandum of Understanding (“MOU”).

The summarized objectives of *Section V* are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to the MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- Any and all DAVID-related information provided to the Requesting Party (CFX) as a result of the MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- The Requesting Party shall comply with Rule 74-2, Florida Administrative Code, and with Providing Agency’s security policies, and employ adequate security measures to protect Providing Agency’s information, applications, data, resources, and services. The applicable Providing Agency’s security policies shall be made available to Requesting Party.
- When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration.
- The Requesting Party (CFX) shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the providing agency upon request.
- Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- Under the MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party (CFX) and shall not be provided to any non-employee or contractors of the Requesting Party (CFX).

FY2024 DAVID Data Security Assessment

Scope and Approach

Internal Audit conducted an assessment of the process used for safeguarding DAVID data in the CFX environment. CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. In order to complete this review, the following procedures were performed:

- Conducted interviews with key personnel to understand the *Drivers and Vehicle Information Database System Data Exchange* process.
- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data access.
- Performed testing procedures as outlined in the 60GG-2, F.A.C. (formerly fs. 74-2), which include specific test steps for each Function (Please see Appendix A for a full description of 60GG-2 and test results):
 - Identify
 - Protect
 - Detect
 - Respond
 - Recover
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the MOU.

Summary of Results

As of the date of this report, no observations were noted related to CFX's DAVID access processes.

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Angela Wallace
General Counsel

DATE: April 3, 2024

SUBJECT: Approval of the Roadway Use Agreement (Central Florida Expressway Authority-Schofield Road) between the Central Florida Expressway Authority and Orange County, Florida
Project Nos.: 516-236, 516-237 and 516-238 Lake/Orange Expressway

In order to proceed with the construction of the Lake/Orange Expressway Project (“Project”), the Central Florida Expressway Authority (“CFX”), and its contractors, will need to haul fill dirt and any other materials required for the construction of the Project over that portion of Schofield Road located in Orange County, Florida (“Orange County”). Orange County has adopted certain restrictions and limitations governing the classification and weight of vehicles travelling on that portion of Schofield Road located in Orange County (collectively, the “Restrictions”). Orange County and CFX have negotiated the terms and conditions set forth in the proposed Roadway Use Agreement (Central Florida Expressway Authority- Schofield Road) (“Agreement”) whereby Orange County has agreed to waive the Restrictions for trucks travelling over Schofield Road for the purpose of hauling fill dirt and other materials to the Project in exchange for CFX making certain improvements to Schofield Road, as more particularly set forth in the Agreement.

Board approval of the Roadway Use Agreement (Central Florida Expressway Authority-Schofield Road) is requested.

Prepared by and after recording return to:

Laura L. Kelly
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

ROADWAY USE AGREEMENT
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY – SCHOFIELD ROAD)

THIS ROADWAY USE AGREEMENT (the “**Agreement**”), is effective as of the latest date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes (“**CFX**”), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**Orange County**”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393. CFX and Orange County are sometimes hereinafter collectively referred to herein as the “**Parties**,” or singularly as a “**Party**.”

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“**CFX Act**”) to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, on or about October 10, 2019, the CFX Board approved the preferred alternative for a proposed east-west limited access expressway to be known as the Lake/Orange Expressway connecting U.S. 27 to S.R. 429, as more generally shown on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Lake/Orange Expressway**” or “**Project**”); and

WHEREAS, the Project is being constructed in three segments, including Segment 1 from U.S. 27 to Cook Road, Segment 2 from Cook Road to County Line Road, and Segment 3 from County Line Road to S.R. 429, as a more particularly depicted on **Exhibit “A”** attached hereto and incorporated herein by reference; and

WHEREAS, on or about December 14, 2023, CFX solicited bids for the construction of Segment 3 of the Project and selected SEMA Construction, Inc. (“**Segment 3 Contractor**”) to construct Segment 3 of the Project; and

WHEREAS, CFX has not yet solicited bids for the construction of Segment 1 of the Project (“**Segment 1 Contractor**”) or Segment 2 of the Project (“**Segment 2 Contractor**”); and

WHEREAS, Cemex Construction Materials Florida, LLC (“**Company**”) is in the process of developing, and once developed intends to operate, a sand mine facility (the “**Sand Mine Project**”) from a portion of that certain real property located in Lake County, Florida (the “**Sand Mine Property**”), as more particularly described on **Exhibit “B”**, attached hereto and incorporated herein by this reference, pursuant to and in accordance with the terms of that certain Cemex Development Agreement entered into by and among the Company, Lake Louisa LLC, a Florida limited liability company, and Lake County, Florida, a political subdivision of the State of Florida (“**Lake County**”), dated November 21, 2017, and recorded in Official Records Book 5030, Page 1880, Public Records of Lake County, Florida, as subsequently amended (the “**Lake County Development Agreement**”) and that certain Road Construction Agreement entered into by and between the Company and County dated and recorded contemporaneously herewith (“**Orange County Road Agreement**”); and

WHEREAS, Schofield Road is currently a two-lane paved road in a rural area that runs from US 27 in Lake County east to the Orange County line in part along the perimeter of the Sand Mine Property, and continues east within Orange County past the interchange at State Road (“S.R.”) 429 to County Road 545 (Avalon Road); and

WHEREAS, CFX is desirous of utilizing Schofield Road, including that portion of Schofield Road located within Orange County (“**Orange County Segment**”), during the Term (hereinafter defined) of this Agreement, and subject to the terms of this Agreement, to transport sand and other materials reasonably required for the construction of the Project to and from the Project, U.S. 27, S.R. 429, County Road 545, and the Sand Mine Property in connection with the construction of the Project; and

WHEREAS, the use of Schofield Road is subject to certain restrictions and limitations governing the classification and weight of vehicles travelling on Schofield Road; and

62 **WHEREAS**, in order for CFX to proceed with the construction of the Project, CFX will
need to haul fill dirt and other materials reasonably required for the construction of the Project
64 over the Orange County Segment, which materials may be transported to and from the Project,
U.S. 27, S.R. 429, County Road 545, and the Sand Mine Property to be used in the Project; and

66 **WHEREAS**, pursuant to the terms of the Orange County Road Agreement, Company is
willing to construct certain improvements within a portion of the Orange County Segment
68 identified in accordance with the terms of the Orange County Road Agreement as the Orange
County Schofield Road Improvements; and

70 **WHEREAS**, Orange County has jurisdiction over Schofield Road within Orange County
and is the fee simple owner of the land that comprises the Orange County Segment; and

72 **WHEREAS**, Orange County is agreeable to allowing CFX's trucks to use Schofield Road,
including the Orange County Segment, to transport sand, fill materials, and other materials
74 reasonably required for the construction of the Project to and from the Project, Sand Mine Property,
U.S. 27, S.R. 429, and County Road 545 in connection with the operation of the Project; and

76 **WHEREAS**, Orange County and CFX desire to set forth certain terms, conditions, and
agreements between the Parties as to the use, maintenance and restoration of that portion of
78 Schofield Road located within the Orange County Segment.

NOW, THEREFORE, for and in consideration of the above premises, the mutual
80 covenants and agreements set forth herein, and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, the Parties agree as follows:

82 **Section 1. Recitals.** The above recitals are true and correct and are incorporated herein
by this reference.

84 **Section 2. Waiver of Use Restrictions.** Simultaneously with the approval hereof, the
Federal Highway Administration ("**FHWA**") vehicle classification restrictions adopted by the
86 Orange County Board of County Commissioners ("**BCC**") pursuant to Section 316.555, Florida
Statutes, on March 24, 2015, with respect to the Orange County Segment that prohibit CFX from
88 being able to transport sand, fill materials, and other materials reasonably required for the
construction of the Project to and from the Project, Sand Mine Property, U.S. 27, S.R. 429 and
90 County Road 545, in connection with the operation of the Project (the "**Use Restrictions**"), shall

be automatically lifted during the Term (hereinafter defined) with respect to FHWA vehicle classifications 6, 7, 8, and 9, and be of no further force and effect. Consistent with the aforementioned, Orange County agrees to take any official action, remove any signage, and approve any document that may be necessary to evidence the lifting of the Use Restrictions applicable to FHWA vehicle classifications 6, 7, 8 and 9 during the Term. Furthermore, during the Term, Orange County agrees not to impose any use restrictions on any portion of the Orange County Segment that would limit, impede, or prevent CFX, the Segment 1 Contractor, Segment 2 Contractor, Segment 3 Contractor, or any other CFX contractor, subcontractor, or subconsultant conducting work on the Project (collectively, the “**Contractor**”), from transporting or delivering sand and other materials on any portion of the Orange County Segment with FHWA vehicle classifications 6, 7, 8, and 9. During the Term, Orange County may continue to prohibit FHWA vehicle classifications 10, 11, 12, and 13 on the Orange County Segment, County Road 545, and any other County roads. Moreover, trucks hauling sand or other materials traveling from the Sand Mine Property via the Orange County Segment shall not be permitted to leave the Sand Mine Property with a load of sand or other materials before the hours of 5:00 a.m. or after 6:00 p.m., Monday through Saturday (no trucks hauling sand or other materials traveling from the Sand Mine Property may use the Orange County Segment on Sundays), except that if and when any residential development comes into existence adjacent to any portion of the Orange County Segment during the Term of this Agreement, the hours shall be 6:00 a.m. to 6:00 p.m. instead of 5:00 a.m. to 6:00 p.m., Monday through Saturday. Residential development shall be deemed to have come into existence when a certificate of occupancy is issued by the County for a residential unit in a project adjacent to the Orange County Segment. If Orange County determines that any of these limitations are being violated, Orange County shall provide CFX with a Breach Notice (hereinafter defined) and an opportunity to respond with evidence that counters or corrects the alleged violation from Orange County or an opportunity to cure as provided under Section 14 below. In the event that CFX does not cure such violation of the limitations set forth in this Section after such Breach Notice and opportunity to cure pursuant to the terms of Section 14 below, then in addition to other remedies set forth in this Agreement, the BCC may re-impose the Use Restrictions in existence prior to the Effective Date.

120 **Section 3. Maintenance.** The Parties hereto agree that during the Term, CFX shall
maintain the Orange County Segment in a good and workmanlike condition. CFX shall, at its own
122 expense, obtain or cause to be obtained all permits, licenses, approvals, and consents necessary for
any such maintenance, repair, or other work in, upon, under, and over the Orange County Segment.
124 Orange County shall have the right, but not the obligation, to inspect the Orange County Segment
to confirm CFX is maintaining the Orange County Segment in a good and workmanlike condition,
126 and upon demand by County repair and/or restore roadway to a working condition, to County's
satisfaction.

128 **Section 4. Term.** The term of this Agreement (“**Term**”) shall commence on the
Effective Date of this Agreement and shall terminate or expire on the date of the earlier to occur
130 of: (a) the date that CFX completes the Project and the Milling and Resurfacing (hereinafter
defined) or (b) ten (10) years from and after the Effective Date. CFX shall have a continuous right
132 to transport sand and other aforementioned materials to and from U.S. 27, SR 429, County Road
545, and the Sand Mine Property, along the Orange County Segment during the Term.

134 **Section 5. Construction of Schofield Road Improvements.** Pursuant to the terms of
this Agreement, CFX shall, at CFX's expense, design, permit, and construct the improvements to
136 Schofield Road generally depicted on **Exhibit C** (“**Schofield Road Improvements**”) utilizing
right of way property and easements currently owned or controlled by Orange County. Orange
138 County owns fee simple title to the Orange County Segment upon which the Schofield Road
Improvements are located, free and clear of any and all easements, restrictions, covenants, and
140 conditions that would prohibit or materially impact CFX's ability to construct the Schofield Road
Improvements or prohibit or materially impact CFX's ability to use the Orange County Segment,
142 once Schofield Road Improvements have been completed, to obtain access to the Project. It is the
intent and understanding of the Parties that this provision shall serve as license for CFX and the
144 Contractor to enter upon the Orange County right-of-way for the Schofield Road Improvements,
and that no additional land or easements, including temporary construction easements or drainage
146 easements, will be necessary in order for CFX to construct the Schofield Road Improvements.
Prior to initiation of any construction or hauling activities within the Orange County right-of-way,
148 CFX shall submit, or cause its Contractor to submit, to Orange County a Maintenance of Traffic

plan for the Schofield Road Improvements. Notwithstanding the aforementioned, in the event that any temporary construction easements are necessary for the construction of the Schofield Road Improvements or in the event that any additional easements are necessary for stormwater drainage or swales with respect to the Schofield Road Improvements, CFX shall be responsible, at its sole cost and expense, to obtain such easements, all in accordance with the construction timing for the Schofield Road Improvements, and in any event so as to not delay the construction of such improvements. Furthermore, the Parties acknowledge that, upon completion of the Project, the portion of the Orange County Segment depicted on **Exhibit “C”** (designated therein to be the portion that will require “Milling & Resurfacing”) needs to be milled and resurfaced in accordance with the Milling and Resurfacing Process (as hereinafter defined), not reconstructed. The milling and resurfacing process to be performed and conducted on the Milling & Resurfacing area as depicted on **Exhibit “C”** (the “**Milling and Resurfacing Process**”) shall be consistent with the requirements of the Florida Department of Transportation Design Manual.

(a) **Inspections.** Orange County shall conduct inspections of the construction and CFX shall cause the Contractor to cooperate with Orange County when Orange County conducts the inspections. Orange County shall waive the payment of any inspection fees for all work related to the Schofield Road Improvements. In the event Orange County determines through its inspections that the work being performed by the Contractor is not in compliance with the approved plans for the Schofield Road Improvements, then, in that event, Orange County shall promptly notify in writing, of which e-mail will suffice, both CFX and the Contractor. If such matters are not resolved within a reasonable period of time to the reasonable satisfaction of Orange County, then the matter will be referred to both the construction, engineering and inspection (“**CEI**”) consultant retained by CFX and the engineer for Orange County (“**Orange County Engineer**”) for their reasonable determination as to whether the matters raised by Orange County constitute non-compliance with the approved plans for the Schofield Road Improvements. If the CEI or the Orange County Engineer determines on a reasonable basis that such work is not in compliance with the approved plans for the Schofield Road Improvements, then CFX will, unless otherwise agreed between CFX and Orange County, withhold payment from the Contractor until the Contractor corrects such non-compliance to the reasonable satisfaction of both the Orange County Engineer and the CEI.

178 (b) **Acceptance by Orange County.** Upon completion of construction of the
Schofield Road Improvements, Orange County shall conduct a final inspection and upon approval
180 of the Schofield Road Improvements and CFX's compliance with all approval requirements, shall
issue a certificate of completion ("C of C") for the Schofield Road Improvements. Upon the
182 issuance of the C of C, Orange County shall be deemed to have accepted the Orange County
Schofield Road Improvements, subject to delivery of the warranty provided by the Contractor, and
184 assigned by CFX to Orange County and shall maintain the same as a public road, subject to the
provisions set forth in this Agreement. The construction contract applicable to the Orange County
186 Schofield Road Improvements shall contain a warranty of the work performed, which warranty
shall remain in force and effect regarding the work performed on the Orange County Schofield
188 Road Improvements during construction and for a period of one year from the date on which
Orange County issues the C of C for the Orange County Schofield Road Improvements.

190 (c) **Fees/Assistance/Actions by Orange County.** Orange County will not charge any
fees (for applications, permits, building, inspection, review, etc.) for the construction of the
192 Schofield Road Improvements. To the extent necessary, CFX will cooperate with Orange County
with respect to the identification and relocation of utilities in the right of way. All actions required
194 by Orange County under this Agreement shall be the responsibility of the Orange County Engineer
or his/her designee approved by Orange County. Orange County will promptly and timely respond
196 to information requests from CFX, including responding to any permit and other applications with
respect to the Schofield Road Improvements, if applicable, as to not unreasonably delay the
198 construction, inspection and approval of such improvements.

 (e) **Utilities.** Should the construction of the Schofield Road Improvements require the
200 relocation of existing utilities, CFX shall cause any such utility companies (each a "Utility" or
collectively, "Utilities") to undertake the necessary utility relocations at the expense of such
202 Utility, all in accordance with the construction timing for the Schofield Road Improvements and
in any event so as to not delay the construction of such improvements. As such, this project will
204 be identified as an Orange County Project. CFX shall be responsible for coordinating with all
Utilities to the same standards as any other Orange County road construction project. In the event
206 any Utility has any facilities that need to be relocated as a result of the Schofield Road

Improvements or if any Utility desires to place any utilities in the road right-of-way, then, in that event, such Utility shall at its expense cause said utilities to be relocated and/or installed, all in accordance with the construction timing for the Schofield Road Improvements, and in any event so as to not delay the construction of the Schofield Road Improvements. In conjunction with this particular matter regarding Utilities, the Parties acknowledge that the Schofield Road Improvements are being constructed for and on behalf of Orange County.

Section 5. Insurance. CFX's construction contract with the Contractor shall require Contractor and its subcontractors of every tier to procure and maintain, throughout the construction of the Schofield Road Improvements, insurance with limits and terms as specified below:

(a) General workers' compensation insurance with statutory workers' compensation limits and no less than \$1,000,000 limit for employers' liability with a waiver of subrogation in favor of Orange County, its consultants, agents, employees, and officials.

(b) Commercial general liability insurance for all operations including but not limited to contractual, products, and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.

(c) Business automobile liability insurance for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence.

(d) Contractor's pollution liability coverage with a limit of not less than \$1,000,000 per occurrence/incident.

In addition to being responsible for ensuring that the Contractor and its subcontractors of every tier procure and maintain the insurance specified above, CFX shall cause Contractor and its subcontractors to furnish to Orange County evidence of such insurance prior to commencement of construction. Orange County shall be listed as an additional insured on all insurance policies required herein, except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by Orange County. Orange County shall be notified at least thirty (30) days prior to any material change, cancellation, or non-renewal of any policy required herein. Contractor shall provide certificates of insurance and all applicable endorsements at Orange County's request.

Section 6. Indemnification. Subject to the limits and limitations set forth in Section

768.28, Florida Statutes, CFX shall, or shall cause the construction contract with the Contractor, to require Contractor to, the fullest extent permitted by law, defend, indemnify, and hold harmless Orange County, its officials, and employees from and against all liabilities, claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

(a) Is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the construction activities themselves), and

(b) Is caused in whole or in part by any act or omission of CFX, the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of Orange County or the willful misconduct of Orange County.

However, if this Agreement or any contract for construction of any Schofield Road Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless Orange County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

In addition, and without limiting the foregoing, in the event that any act or omission of CFX, its contractors, subcontractors, agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in the federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law and subject to the limits and limitations set forth in Section 768.28, Florida Statutes, CFX shall, or shall cause the construction contract with the Contractor, to require Contractor to, indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including,

without limitation, all reasonable actual cleanup and/or remediation costs and expenses expended by County at the discretion of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal, attorney, and other legal fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. CFX shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of CFX's activities related to the Schofield Road Improvements.

The indemnification provisions contained herein shall survive the termination of this Agreement.

Section 7. Notice. Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, telecopy, or certified mail, return receipt requested, shall be effective upon receipt, and shall be delivered to each of the parties at the following addresses or at such other addresses specified by written notice in compliance with the terms of this paragraph:

As to CFX: Central Florida Expressway Authority
Attn: Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32827

With a copy to: Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32827

As to Orange
County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393
Telecopy: 407-836-7399

With a copy to: Orange County Public Works Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205
Telecopy: 407-836-8079

Section 8. Covenants Running with the Land. This Agreement shall run with the Orange County Segment and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Orange County Segment.

Section 9. Recordation of Agreement. An executed original of this Agreement shall be recorded by Orange County, at CFX's expense, in the Public Records of Orange County, Florida.

Section 10. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 11. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 12. Further Documentation. The Parties agree that at any time following a request therefor by the other Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder and the consummation of the transactions contemplated hereby.

Section 13. Limitation of Remedies for Breach. Orange County and CFX expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) **Limitations on Orange County's Remedies.** Upon a breach by CFX under this Agreement, Orange County shall be limited to only the following remedies:

- 322 (i) an action for specific performance or injunction; or
324 (ii) an action for declaratory judgment regarding the rights and obligations of
Orange County; or
(iii) the right to recover the cost to Orange County of performing any action or
326 actions required to be done under this Agreement by CFX or its contractor, but which CFX or its
contractor has failed or refused to do when required; or
328 (iv) any combination of the foregoing.

(b) **Limitations on CFX's Remedies.** Upon a breach by Orange County under this
330 Agreement, CFX shall be limited to only the following remedies:

- (i) an action for specific performance or injunction; or
332 (ii) an action for declaratory judgment regarding the rights and obligations of
CFX; or
334 (iii) any combination of the foregoing.

Both Parties expressly waive their respective rights to sue for damages of any type for
336 breach of, or default under, this Agreement by the other. Both Parties expressly agree that each
Party shall bear the cost of its own attorney fees for any action arising out of or in connection with
338 this Agreement. Venue for any actions initiated under or in connection with this Agreement shall
be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

340 **Section 14. Breach of Agreement, Required Notice, and Opportunity to Cure.**

(a) **Breach of Agreement.** The failure of any Party to comply with the written terms
342 and conditions set forth in this Agreement shall constitute a breach of this Agreement and shall be
enforceable only as provided herein.

344 (b) **Required Notice.** In the event a Party wishes to enforce this Agreement, or take
action against another Party who has breached any term or condition of this Agreement (hereinafter
346 an "**Enforcing Party**"), such Enforcing Party must first provide the Party who committed a breach
(the "**Breaching Party**") with written notice that identifies each breach (the "**Breach Notice**"),
348 and a reasonable opportunity to cure each breach as provided herein, before any lawsuit or other
proceeding regarding the breach can be instituted, consistent with the Enforcing Party's limited
350 remedies under this section.

(c) **30-Day Opportunity to Cure.** A Breaching Party is entitled to thirty (30) days from receipt of a Breach Notice by which to cure any breach reasonably capable of being cured within thirty (30) days. If such a breach is not cured within thirty (30) days of receipt of a Breach Notice identifying such breach, then the Enforcing Party sending the Breach Notice shall be immediately entitled to seek any legal or equitable remedies regarding the breach available under applicable law, consistent with the Enforcing Party's limited remedies under this section.

(d) **Reasonable Opportunity to Cure.** For any breach that reasonably requires longer than thirty (30) days to cure, a Breaching Party is entitled to a reasonable period of time by which to cure each such breach, provided: (i) the Breaching Party gives the Enforcing Party, within thirty (30) days of receipt of the Breach Notice, written notice that explains why it will take longer than thirty (30) days to cure any identified breach, and sets forth a written schedule for curing any such breach (an "**Explanation Notice**"); (ii) the Breaching Party begins reasonable efforts to cure any such breach as reasonably soon as possible within forty-five (45) days of receipt of the Breach Notice, and (iii) reasonable efforts to cure any such breach are diligently pursued by the Breaching Party until any such breach is cured. If an Explanation Notice is not timely provided as required herein; or if reasonable efforts to cure any such breach are not commenced within forty-five (45) days from receipt of the Breach Notice; or if a Breaching Party ceases reasonable efforts to cure any such breach for a period of more than thirty (30) days; or if for any reason, any such breach is not cured within the schedule provided by the Breaching Party, then each Enforcing Party shall be immediately entitled to seek any legal or equitable remedies available under Section 13 of this Agreement. The time deadlines set forth in this section, shall be extended for as long as, and only for as long as, conditions beyond the control of the Breaching Party prevent it from commencing or engaging in efforts to cure any breach.

Section 15. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 16. Counterparts. This Agreement and any amendment(s) may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

380 **Section 17. Authority to Contract.** The execution of this Agreement has been duly
authorized by the appropriate body or official of each Party hereto.

382 **Section 18. Entire Agreement.** This Agreement embodies and constitutes the entire
understanding of the Parties with respect to the subject matter addressed herein, and all prior or
contemporaneous agreement, understandings, representations, and statements, oral or written, are
384 merged into this Agreement.

Section 19. Interpretation; Captions and Headings.

386 (a) **Interpretation.** This Agreement shall not be construed more strictly against one
Party than against the other merely by virtue of the fact that it may have been prepared by counsel
388 for one of the Parties, it being recognized that the Parties have contributed substantially and
materially to the preparation hereof.

390 (b) **Captions and Headings.** Captions and section headings in this Agreement are
provided for convenience only, and shall not be deemed to explain, modify, amplify, or aid in the
392 interpretation, construction, or meaning of this Agreement.

Section 20. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for
394 the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the
benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is
396 intended or shall be construed to confer upon or give any person or entity any right, remedy, or
claim under or by reason of this Agreement or any provisions or conditions hereof, other than the
398 Parties and their respective representatives, heirs, successors, and assigns.

Section 21. Severability. If any provision of this Agreement, the deletion of which
400 would not adversely affect the receipt of any material benefits by any Party hereunder nor
substantially increase the burden of any Party hereunder, shall be held to be invalid or
402 unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any
respect whatsoever the validity or enforceability of the remainder of this Agreement.

404 **Section 22. Force Majeure.** In any case where either Party hereto is required to do any
act, delays caused by or resulting from acts of God, war, riots, terrorist acts, civil commotion,
406 epidemic, pandemic, quarantine, fire, flood, earthquake, sinkhole or other casualty, labor
difficulties, shortages of labor, materials or equipment, government regulations, unusually severe

weather or other causes beyond such Party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time," and such time shall be deemed to be extended by the period of such delay.

Section 23. List of Exhibits.

Exhibit "A" - Lake/Orange Expressway Project

Exhibit "B" - Sand Mine Property

Exhibit "C" - Schofield Road Improvements

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

422

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

424

By: _____

426

Jerry L. Demings
Orange County Mayor

Date: _____

428

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of Orange County Commissioners

430

By: _____
Deputy Clerk

432

Printed name: _____

434

[ADDITIONAL SIGNATURE PAGE ON SUBSEQUENT PAGE]

436

438

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

440

By:_____

Printed name:_____

442

Title:_____

Date:_____

444 WITNESSES:

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

446

Printed Name:_____

Address:_____

448

By:_____

450

Printed Name:_____

Printed name:_____

Address:_____

Title:_____

452

454

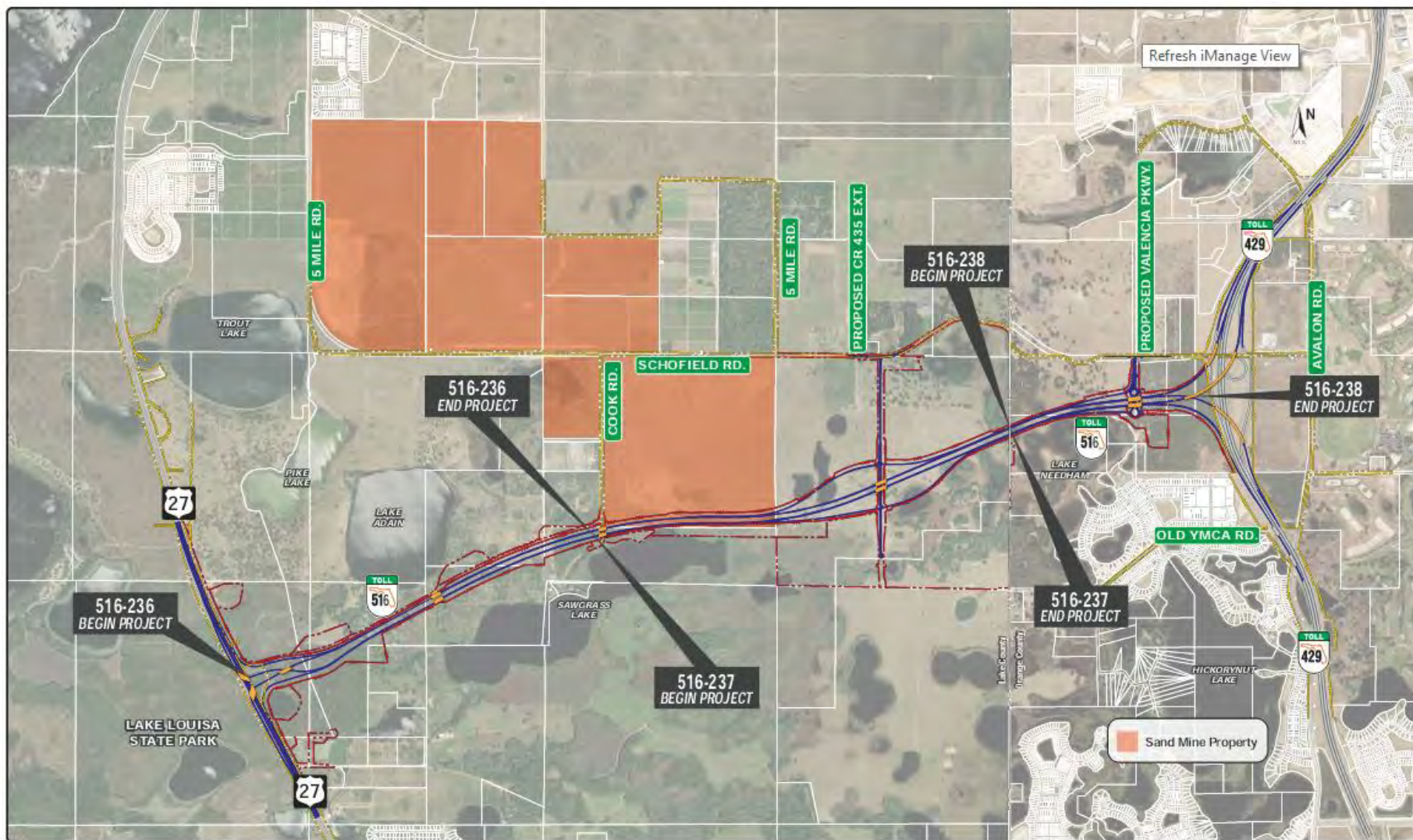
ATTEST:_____

456

Regla (“Mimi”) Lamaute
Manager of Board Services

458








**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 28, 2024

SUBJECT: Approval of Supplemental Agreement No. 3 with Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453
Contract No. 001821


Board approval of Supplemental Agreement No. 3 with Louis Berger Hawthorne Services, Inc. for a not-to-exceed amount of \$509,000.00 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes out parcel mowing services.


Original Contract	\$ 28,670,000.00
Supplemental Agreement No. 1	\$ 1,275,000.00
Amendment No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 335,000.00
Supplemental Agreement No. 3	<u>\$ 509,000.00</u>
Total	\$ 30,789,000.00

This contract is included in the OM&A Budget.

Reviewed by:



Don Budnovich, PE
Director of Maintenance



Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR
ROADWAY AND BRIDGE MAINTENANCE SERVICES – SR 429, SR 414, SR 451 AND
SR 453

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR ROADWAY AND BRIDGE MAINTENANCE SERVICES (“Supplemental Agreement”) is made and entered into this 11th day of April 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and LOUIS BERGER HAWTHORNE SERVICES, INC., hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Roadway and Bridge Maintenance Services between CFX and the CONTRACTOR, dated February 10, 2022, with a Notice to Proceed date of May 1, 2022 as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONTRACTOR dated February 9, 2023 and Supplemental Agreement No. 2 dated June 8, 2023 and Amendment No. 1 dated June 30, 2022 collectively, “Agreement”); and

WHEREAS, Articles 1.0 of the Scope of Services 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 desires to expand the Scope of Services to add out-parcel mowing services as outlined in hereby authorizes the CONTRACTOR to proceed with additional services as outlined in Attachment1, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Services”). Exhibit “A,” with an additional cost of \$509,000.00 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 monthly mowing of 28 out-parcels (See attached Map) at the rate of \$10,850. per month. Each parcel to be mowed once per month to a height of 4 inches (parcels currently being mowed).
 - b. The inclusion of a CPI adjustment that will apply at each one-year interval after execution of the Supplemental Agreement. The first will occur in February 2025.
 - c. The addition of Attachment A1 (Out Parcel Mowing Specification) and Exhibit D (Out Parcel Mow Map)
 - d. The addition of \$423,150 to the Contract Pay Item 107-1C for Out Parcel Mowing (39 cycles at \$10,850 starting Feb 2024)
 - e. The addition of \$40,000 to the Contract Pay Item 107-1C for anticipated CPI adjustments
 - f. Addition of \$45,850 to the Contract Work Order allowance to replenish for out parcel mowing performed but not accounted for in Supplemental Agreement No. 2.
3. The Total Contract Amount is increased by \$509,000.00 to \$30,789,000.00.
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 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

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: _____
Print Name: _____
Title: _____

Approved as to form and 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
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453

Contract No.001821

Supplemental Agreement No. 2

This Supplemental Agreement No.2 entered into this 8th day of June 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and LOUIS BERGER HAWTHORNE SERVICES, INC. (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated February 10, 2022, with a Notice to Proceed date of May 1, 2022, for roadway and bridge maintenance services – SR 429, SR 414, SR 451 and SR 453.

CFX desires to increase the work order allowance of the Contract for the initial term of the Contract. The work order allowance is adjusted upward by \$335,000.00.

The Contractor hereby agrees to the increase compensation with an increase to the work order allowance of \$335,000.00 and no increase in the Contract time.

CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2.

***** this section is left intentionally blank *****

Contract Name: Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451
and SR 453

Contract No. 001821

Amount of Changes to this document: \$335,000.00

This Supplemental Agreement No.2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2023.07.11 13:31:40 -04'00'
Aneth Williams, Director of Procurement

Date: _____

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: Cl. Houghton
Christopher Houghton
Title: Senior Vice President

Attest: L. Hale

Date: 7/7/2023

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly
Date: 2023.07.10 10:14:08 -04'00'
Diego “Woody” Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453

Contract No.001821

Supplemental Agreement No. 1

This Supplemental Agreement No.1 entered into this 9th day of February 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and LOUIS BERGER HAWTHORNE SERVICES, INC. (the “Contractor”), the same being supplementary to the Contact between the aforesaid, dated February 10, 2022, with a Notice to Proceed date of May 1, 2022, for roadway and bridge maintenance services – SR 429, SR 414, SR 451 and SR 453.

CFX desires to expand the Scope of Services to add highway lighting maintenance services as outlined in Attachment A – Highway Lighting specification, with an additional cost of \$1,275,000.00 (\$25,000.00 monthly), payment will be in accordance with Attachment B – Unit Price List, for the duration of the initial term of the contract.

An adjustment will be applied to Highway Lighting Maintenance Unit Prices that are included in this supplemental agreement. The adjustment will be made on each 12 month period following the date of this Supplemental Agreement. The adjustments will be based upon the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Customers (all items) CPI-U for the South Region (www.bls.gov/regions/southeast). The adjustment can go up or down based upon the CPI-U for the respective 12-month period. Each adjustment will be based on the CPI-U for the previous 12-month period. The adjustment will be calculated on the most recent CPI-U published at the anniversary date of this Supplemental Agreement and will apply to each payment for the following 12-month period.

Adjustments will be paid or charged to the Contractor only. The Contractor shall distribute the proper proportional part of such adjustment to subcontractors who perform the applicable work. The Contractor hereby agrees to provide the additional scope of work with an increase in the Contact amount of \$1,275,000.00.

CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1.

Contract Name: Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451
and SR 453

Contract No. 001821

Amount of Changes to this document: \$1,275,000.00

This Supplemental Agreement No.1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2023.02.28 14:30:17 -05'00'
Aneth Williams, Director of Procurement

Date: _____

LOUIS BERGER HAWTHORNE SERVICES, INC.

By:  _____

Title: Senior Vice President _____

Attest:  _____

Date: February 17, 2023 _____

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

By: **Laura Newlin Kelly** Digitally signed by Laura Newlin Kelly
Date: 2023.02.28 10:54:56 -05'00'
Diego “Woody” Rodriguez, General Counsel

**CFX MAINTENANCE SPECIFICATION
for CONTRACT #001821
Attachment A
HIGHWAY LIGHTING MAINTENANCE AND REPAIR**

1.0 Description

Provide all labor, equipment, materials and any incidentals to perform roadway lighting maintenance of the CFX Highway Lighting System. CFX's Highway Lighting System includes and is comprised of Conventional/Standard Roadway Lighting, High Mast Lighting, Sign Structure Lighting, Underdeck Lighting, Load Center and Lighting Control Cabinets and all associated peripherals. At several interchange locations, CFX owns and maintains a portion of the lighting on the local road. Each of these lights are powered by the CFX load center. The Contractor is responsible for the maintenance and repair of all lights powered by any CFX load center.

The Contractor or its subcontractor must possess a license to perform business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. A copy of all applicable licenses must be submitted prior to performing any maintenance on CFX's system. All work must be managed by a Journeyman Electrician possessing a current license from the local municipality or county. All work must be supervised by an onsite certified IMSA Roadway Lighting Technician Level 1.

The Contractor must comply with all local licensing requirements and ordinances governing performance of the work. All work must be performed in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the CFX Design Specifications, the FDOT Standard Plans, and FDOT Standard Specifications and Standard Plans current at the time of the Contract execution.

2.0 Contractor Responsibilities

2.1 Night Patrolling and Inspection

- A. Contractor must perform a nighttime patrol and inspection of the entire lighting system within the contract limits on or about the 1st of each month. The Contractor shall identify all lighting outages by providing the associated light pole numbers or structure number and associated load center on the inspection report in a form that is acceptable to the Director of Maintenance. Submit the completed inspection report along with an electronic file depicting the location of the lighting outage (KMZ or similar product) to CFX within 36 hours after the completion of each patrol inspection.

Contractor must perform all work necessary to restore any outage(s) based on the results of the inspection. CFX expects all lights on the system to operate as designed. The Contractor must perform any and all routine maintenance, diagnostics, repair work and replacements to the lighting system within 30 days. In the event, the inspection reveals an outage of five (5) or more consecutive lights, the repair must be completed within (72) hours of discovery or notification by CFX or its designee. Any routine repair or replacement to the lighting system that exceeds the time frames above, shall result in Liquidated Damages PF-1 (See Scope of Services 5.5). This liquidated damage shall be applied per light that is out and will continue to be assessed until the routine repair and/or replacement is completed. For Major Repairs as defined in Section 2.5 below, Liquidated Damages PF-1 will be charged if the time allowed per Section 2.5 is exceeded. In the event an item or component needed for repair is not readily available and provided the Contractor has made a reasonable attempt to make a temporary repair, CFX will give consideration to the circumstances regarding a specific outage/repair, prior to assessment of Liquidated Damages.

- B. Respond to Emergency Repair requests within 2 hours of notification as described in Section 2.6. Failure to respond on-site and expeditiously pursue completion of the work within the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.9).

2.2 Diagnostic and Repair Work

- A. Perform all diagnostic work at each pole, sign, underdeck, load center and/or electrical circuit location as identified by the nighttime patrol and inspection or other identified outage.
- B. If through the Contractor's diagnosis it is determined that the problem is a routine or maintenance related item, as defined in section 2.3, the Contractor must perform such repairs or replacements at the same time as the diagnostic inspection. If the Contractor's diagnosis determines the problem is a major repair, as defined in section 2.5, the Contractor must submit a Diagnostic Work Report to the Director of Maintenance.
- C. The Contractor must only use qualified personnel appropriate for the work.

2.3 Routine Maintenance

- A. Perform routine and maintenance functions and/or repairs at the same time diagnostic work is performed.

B. Routine maintenance is defined as repairing, replacing or cleaning any or all of the following items:

1. Hardware, including but not limited to: hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, grounding wires for metal pull box covers, and other small components.
2. Bird guards and reflectors.
3. Gaskets and filters.
4. Electrical shorts not requiring replacement of buried cable.
5. Lamp and photocell sockets (waterproof).
6. Tree trimming to allow servicing of lights.
7. All pole or structure wiring
8. Sign Lighting Bracket Arms.
9. Leveling of under-deck light fixtures or pole mast arms brackets.
10. Cleaning refractors (Glassware).
11. Drainage rock in pull boxes.
12. Electrical putty on ends of conduit.
13. Luminaire
14. Ballast / driver assembly.
15. Refractors (glassware).
16. Grounding wires, exothermic multi-shot cad weld kits and ground rods.
17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors/Arrestors, Sockets, and other such Electrical Components
18. Lighting control units (LCU's)

19. train reliefs, silicone filled wire nuts, LED drivers, circuit breakers, surge arrestors/protectors at load centers, light louvers/shields, silicone sealant at electrical disconnects and lighting control cabinets, etc.

20. Grounding resistance checks on existing ground systems.

2.4 Reporting and Tagging

- A. The Contractor must maintain detailed daily field work reports (dailies) for all crews. The dailies must include detailed descriptions of all work performed at all locations, and must contain all onsite staff positions and hours worked, vehicles/equipment used, a complete description of work performed, all pole/structure numbers and load centers worked on, quantity of parts and wiring uses, location description (by grid map or nearest count to a ramp or bridge), and a complete description of methods employed to correct problem(s) identified. Before leaving the location, the description of problem(s) to be corrected by another service crew must be noted on a tag which must be attached to the fixture or electrical device that is in need of additional service along with the date of tag placement. This must be noted on the Daily Report and Tag Procedure.
- B. The Contractor must submit Daily Field Work Reports to the Director of Maintenance upon request.
- C. The Contractor must meet with the Director of Maintenance on a monthly basis to discuss all work performed for the previous month, discrepancies identified and outstanding work remaining, upcoming work for the following month, any MOT closures planned or needed, expected major repairs and must prepare all meeting agendas as well as provide meeting minutes no more than (2) business days following the meeting. The Director of Maintenance may require additional meetings.

2.5 Major Repair

- A. Work includes the repair or replacement of damaged or missing light poles, foundations, lighting load centers, transformer bases, luminaires, mast arms, underground conductors and conduit between poles and high mast lowering devices.
- B. The Contractor must replace damaged or missing light poles and foundations as appropriate within ten working days from the date of notification or fourteen calendar days from when new foundations are cast

if the Contractor uses a cast-in-place foundation. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring) as well as all hardware, which includes but is not limited to: covers, caps, splices and any appurtenances necessary to perform a complete replacement. The Contractor must maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damaged light poles to perform the repairs within the time frames listed above. The contractor shall submit to CFX a listing of their starting inventory at NTP. In the event an item or component needed for repair is not readily available and provided the Contractor has made a reasonable attempt to make a temporary repair, CFX will give consideration to the circumstances regarding a specific repair, prior to assessment of Liquidated Damages.

- C. All damaged and unusable poles, mast arms, luminaires and any associated parts are the property of the contractor and must be disposed of properly.
- D. The contractor must submit quantities and descriptions of all components to be used for major repairs for CFX review. All major repair work must be submitted for review and approval by the Director of Maintenance prior to commencement of the work.
- E. The reuse of repaired or usable salvaged components may be permitted upon request and approval by the Director of Maintenance.
- F. All equipment, parts and peripherals and work must be in accordance with the latest CFX record drawings and per CFX's and FDOT's Standards and Specifications as defined in section 1.0 of this document. Alternate components must not be used unless requested in writing and subsequently approved by the Director of Maintenance. Any maintenance repair or replacement found to be defective or not performed in accordance with the requirements listed herein, shall be repaired or replaced at no cost to CFX.

2.6 Emergency Repairs

The Contractor must be available at all times, including both during and after normal work hours, weekends and holidays with adequate resources to respond to an emergency repair. An emergency repair is defined as an event that presents a safety hazard. Examples of emergency repair include but are not limited to load center failure, removal of knocked down poles or mast arms from the travel way, and for repairs to the lighting system in such a manner as to prevent electrical shock to CFX personnel, other Contractor's, the general public and the Contractor's staff. When responding to an emergency repair, the Contractor shall, to the extent

possible, make all efforts to minimize the outage and restore operation to any load center, circuit or undamaged lighting while on-site.

3.0 Performance Standards

3.1 General

3.1.1 Luminaire/Fixtures

- A. Replace luminaire/fixture if damaged, not working or missing.
- B. Inspect luminaire/fixtures for rust, corrosion, oxidation, electrical shorts and water intrusion.

3.1.2 Lamps/LED Packs

- A. Check all lamps/LED packs for looseness. If any are loose, remove and inspect the socket/connection.
- B. Lamp/LED packs must be replaced with the same exact make and model and part number as the lamp/LED pack being removed.
- C. Visually check all new lamps/LED packs for defects prior to installation.

21. Test lamps/LED packs for proper functionality after all repairs.

3.1.3 Glassware or Plastic

- A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
 - 1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
 - 2. With a hinged-door fixture, unfasten and brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.

- B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism with CFX approval.

3.1.4 Reflectors

- A. Replace reflector if the original reflective qualities cannot be maintained.
- B. Replace with completely new fixture if reflector cannot be replaced separately.

3.1.5 Gaskets and Filters

- A. Clean neoprene and silicon gaskets of foreign material and oxidation, rusting or corrosion and align as necessary.
- B. Spray neoprene and silicon gaskets with a special treatment to prevent oxidation and sticking.
- C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.
- D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- E. Replace all non-functioning, stretched or cracked gaskets.
- F. Check filters and replace when worn or dirty as necessary.

3.1.6 Hinges and Latches

- A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.
- C. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.1.7 Fasteners and Snaps

- A. Replace all fixtures which have fasteners or snaps that are obsolete.

3.1.8 Leveling

- A. Correct all fixtures which are not properly level.
- B. Shim the pole base so the pole will be vertical.
- C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.1.9 Mast Arms

- A. Inspect mast arm for rust, corrosion or oxidation.
- B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.
- C. Adjust mast arms that are bent or incorrectly positioned or loose. Replace if unable to be repaired.
- D. If the mast arm is missing, install a new mast arm of the same length and shape as the existing.

3.1.10 Photo Cells

- A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- B. Replace any photocell failing to turn on at proper time.
- C. If any photocell is located on a utility pole, obtain permission to check photo cell for continuity.

- D. Some service points may include electric service supplied by the power company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by CFX are included in this work.

3.1.11 Sockets

- A. Replace defective photocell sockets.
- B. Replace lamp sockets which are defective, not working or damaged.
- C. Replace defective socket holders.
- D. Correct improper connections.
- E. Replace lamp sockets in the same position to assure proper light distribution.

3.1.12 Hand Hole Plates

- A. Check all hand hole plates and repair where needed.
- B. Replace all missing hand hole plates and associated hardware.

3.1.13 Wiring

Perform all wiring, consistent with the policies and procedures specified by A.N.S.I. (American National Standards Institute), all appropriate Electrical Codes and CFX Lighting Design Standards.

- A. Luminaires
 - 1. Perform rewiring, as needed, on the luminaire head on the integral ballast/LED driver using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
 - 2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.
- B. Pole Risers

1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
2. When rewiring poles, use a CFX approved PCDS in accordance with the CFX Lighting Design Standards.
3. Maintain lightning protection by connecting all metal components, i.e., luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole through means of electrothermic welding. The use of split bolts is not permitted.
 - a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
 - b. The current carrying neutral wire must not connected to ground at each pole, but only at the distribution panel.

C. Grounding Wires

1. Ground all pole bases with a dedicated #6 AWG bare copper grounding wire within the pole foundation conduit to the ground rod.
2. Connect poles mounted on bridges and structures to a XHHW-2, green bond wire run that is sized in accordance with the NEC with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil within the associated pull box at each end of the structure/bridge.
3. The ground resistance of the connected grounding system must not be greater than 5 ohms at any location: (Using a direct reading three-point ground megger).
4. All conduit must contain a green insulated grounding wire as sized in accordance with the NEC.

D. Pole Bases

1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with an Authority approved PCDS.
2. Properly install weatherproof, pull-apart fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut and split bolt connectors are not permitted.
3. Install a #6 AWG bare solid grounding conductor that is exothermically welded to the ground rod to the grounding chair/lug within the base of all metal poles.
4. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole in accordance with the CFX Lighting Design Standards.
5. Seal ends of conduit with duct sealant.
6. Install wire copper keepers at the ends of all electrical conductor runs within each pull box.
7. Install strain relief fittings at both ends of the PCDS entering the light pole base.

E. Circuit Current Carrying Conductors

1. Avoid damage to insulation where new conductors are to be pulled into existing duct.
 - a. Use lubrication.
 - b. Use pulling aids. Attach pulling aides to conductors, not the cabling jacket.
 - c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
 - d. Install conductors of the same size as that removed. Use only stranded copper wire with XHHW-2 insulation with a 45-mil thickness rated in dry or wet conditions and rated for 600VAC.
2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Director of Maintenance.
3. Install all new underground wiring in conduit. Direct burial is not acceptable.

4. Lay conduit in trenches or directional drill with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches.

F. Distribution Boxes

Regardless of location, the lighting control cabinet, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the CFX master locks. Furnish 10 sets of extra padlock keys to the Director of Maintenance.

G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

3.1.14 Ballast

- A. Check ballast and replace any that are malfunctioning, defective or failed.
- B. Wire ballast as specified under WIRING.
- C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.1.15 Fuses

- A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.
- B. Fuses are located as a part of the pull-apart connectors in the pole hand hole. Lubricate the pull-apart connector whenever the fuse is checked.

3.1.16 Grounding

- A. Each pole shall be grounded. If not grounded, drive an approved twenty-foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a

single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.

1. Install a #6 solid copper grounding wire from the top of the grounding rod through the transformer base at a hole located there (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.

3.1.17 Transformer Base

- A. Replace missing transformer base doors.
- B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
- C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

3.1.18 Poles

- A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.
- B. If the pole is leaning, shim at the base to return it to proper position.
- C. Replace bent or deformed poles.
- D. If any portion of the riser cable going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new cable.
- E. Plug conduit coming out of the foundation with duct sealant.
- F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.1.19 Salvaged Materials and CFX Furnished Materials

- A. Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of CFX. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Director of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by CFX.

3.1.20 Sign Lights and Under Deck Lights

- A. Fixture: Keep all drain holes in fixture open and filtered.
- B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.
- C. All conductor splices shall be made with silicone filled wire nuts.
- D. Ballasts

- 1. Replace defective ballasts with CFX approved parts.

3.1.21 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

3.1.22 Wiring

- A. The size of wire to be used must be in accordance with the NEC and must be at least the same size as the wire it replaces. All wire shall be XHHW-2 copper wire unless approved in advance by the Director of Maintenance.

3.1.23 Conduit

- A. All underground conduit shall be 2" min. Schedule 40, PVC and shall be as defined in the CFX Lighting Design Standards
- B. Above ground conduit shall be GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.
- C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.
- D. The Contractor shall be responsible for all underground locates.

4.0 Pole Cable Distribution System (PCDS)

For ground mounted roadway lighting, CFX uses the following pole cable distribution systems:

- Duraline MG2 Dot Plug
- Tag PCDS-GM-001

In the event the Contractor discovers a PCDS that either contains components that are not part of the respective manufacturer's PCDS or is missing required components, the Contractor shall notify the Director of Maintenance and request a partial replacement. If approved, the Contractor will be compensated using the appropriate Pay Item as listed on the Contract Unit Price List.

In the event the Contractor discovers a different PCDS, the Contractor shall notify the Director of Maintenance and request the existing PCDS be replaced in its entirety. If approved, the Contractor will be compensated using the appropriate Pay Item as listed on the Contract Unit Price List.

Payment will be made in accordance with Supplemental Agreement #1

END OF SECTION

**FIRST AMENDMENT
TO
CONTRACT NO. 001821**

This First Amendment is made and entered this 30 day of June 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called "CFX", and LOUIS BERGER HAWTHORNE SERVICES, INC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, on February 10, 2022, CFX and CONTRACTOR entered into an agreement, designated as CFX Contract No. 001821, hereinafter "the Agreement";

WHEREAS, CFX and CONTRACTOR seek to amend Exhibit "C", the Price Proposal, of the Agreement by adding pages D-6, D/M/WBE Utilization Form, and Page D-6A, FDOT DBE Certification;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to amend Exhibit "C", the Price Proposal, of this Agreement with no additional increase to contract amount.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Exhibit "C", the Price Proposal. Add pages D-6, D/M/WBE Utilization Form, and Page D-6A, FDOT DBE Certification attached hereto to the end of Exhibit "C", the Price Proposal.
2. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations under the Agreement.
3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

**This space is left intentionally blank **

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

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: Cl. Houghton
Print Name: Christopher Houghton
Title: Senior Vice President
Date: 6/30/2022

ATTEST: Jessica Guevara (Seal)
mi



JESSICA GUEVARA
Notary Public
State of Florida
Comm# HH181804
Expires 10/26/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2022.06.30 17:04:06 -04'00'
Director of Procurement
Print Name: Aneth Williams
Date: _____

Approved as to form and 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: 2022.06.30 16:46:24 -04'00'
Diego "Woody" Rodriguez
General Counsel

CONTRACT



AND

LOUIS BERGER HAWTHORNE SERVICES, INC.

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
SR 429, SR 414, SR 451 AND SR 453**

CONTRACT NO. 001821

CONTRACT DATE: FEBRUARY 10, 2022

CONTRACT AMOUNT: \$28,670,000.00

**CONTRACT, SCOPE OF SERVICES, MEMORANDUM OF AGREEMENT, ADDENDA,
METHOD OF COMPENSATION, PRICE & TECHNICAL PROPOSAL, POTENTIAL
CONFLICT DISCLOSURE FORM AND PERFORMANCE BOND**

**CONTRACT, SCOPE OF SERVICES, MEMORANDUM OF AGREEMENT,
ADDENDA, METHOD OF COMPENSATION, PRICE & TECHNICAL
PROPOSAL, POTENTIAL CONFLICT DISCLOSURE FORM AND
PERFORMANCE BOND**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES
SR 429, SR 414, SR 451 AND SR 453**

CONTRACT NO. 001821

FEBRUARY 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001821

This Contract No. 001821 (“Contract”) is made this 10th day of February 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and LOUIS BERGER HAWTHORNE SERVICES, INC., a Foreign Profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 80 International Drive, Suite 130, Greenville, SC 29615, hereinafter “the CONTRACTOR.”

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the “CFX Act”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform roadway and bridge maintenance services on State Road (“S.R.”) 429, S.R. 414, S.R. 451 and S.R. 453 under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about October 27, 2021, CFX issued Request for Proposals (“RFP”) seeking qualified contractors to perform roadway and bridge maintenance services on S.R. 429, S.R. 414, S.R. 451 and S.R. 453; and

WHEREAS, CONTRACTOR was selected as the most responsive and responsible proposer of two qualified firms that responded to the RFP and was ultimately selected.

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to roadway and bridge maintenance for S.R. 429, S.R. 414, S.R. 451 and S.R. 453 in Orange County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

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

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Maintenance Specifications to the extent such Services were outlined in the bid item tabulation attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 This Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,

1.6 The Technical Proposal submitted by CONTRACTOR, and

1.7 The Price Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to five (5) additional one-year terms (collectively or individually referred to herein as a "Renewal Term"). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide

notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

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

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

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “B”** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is \$28,670,000.00 as defined in the Price Proposal attached hereto as **Exhibit “C”** and Technical Proposal attached hereto as **Exhibit “D”** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

5. PUBLIC RECORDS

5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

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

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

6.1 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 XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

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

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

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

(d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

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

(f) Information Security/Cyber Liability Insurance. If a data breach is possible, the CONTRACTOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/ completion of the Contract.

(g) Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

(h) Commercial Crime Insurance: If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

(i) Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. 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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

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

(a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;

(b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;

(c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

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

- (a) those relating to the safety of persons and property and their protection from damage, injury or loss;
- (b) all workplace laws, regulations, and posting requirements;
- (c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (d) compliance with the public records laws of Chapter 119, Florida Statutes.

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

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature,

that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

10. INDEMNITY

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

10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

- (a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- (b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- (c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- (d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

(e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

(f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

(g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

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

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

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's

sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or 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

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

31. APPROPRIATION OF FUNDS

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

32. NOTICE TO THE PARTIES

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

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: LOUIS BERGER HAWTHORNE SERVICES, INC.
80 International Drive, Suite 130
Greenville, SC 29615
ATTN: Kenneth Cockrill, Senior Vice President

With a copy to: LOUIS BERGER HAWTHORNE SERVICES, INC.
640 Ocoee Business Parkway, Suite 10
Ocoee, FL 34761
ATTN: Christopher Warren, Vice President

33. EXHIBITS

This Contract references the exhibits listed below.


Exhibit “A”	Scope of Services
	Exhibit “A1” CFX Incident Response Plan
	Exhibit “A2” CFX Maintenance Specifications
	Exhibit “A3” CFX Asset Maintenance Contract Map (West)
Exhibit “B”	Method of Compensation
Exhibit “C”	Price Proposal
Exhibit “D”	Technical Proposal
Exhibit “E”	Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 10, 2022.

ACCEPTED AND AGREED TO BY:

LOUIS BERGER HAWTHORNE SERVICES, INC.

By:  Christopher Houghton


Title Vice President

ATTEST: 

DATE: February 22, 2022



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Aneth Williams

Date: 3/22/2022

Approved as to form and execution for the use and reliance by CFX only.


General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT “A” – SCOPE OF SERVICES

Exhibit A
SCOPE OF SERVICES
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 429, S.R. 414, S.R. 451 AND S.R. 453
CONTRACT NO. 001821

1.0 OVERVIEW

- 1.1 The Contractor shall perform maintenance of, and administration and management services related to roadways and bridges along State Road (“S.R”) 429 between Seidel Road to north of Mount Plymouth Road, along S.R. 414 between S.R. 429 and US 441, S.R. 451 from S.R. 414 to US 441 and SR 453 in Orange and Lake County, Florida.

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to supply the services set forth herein and complete the roadway and bridge maintenance work in accordance with the specifications, procedures, and terms of the Contract, including the specific tasks and events set forth on the CFX Maintenance Specifications attached hereto and incorporated herein by reference.

It is the Contractor’s responsibility to examine the Contract Documents and the site of the proposed Services carefully before submitting a proposal. The Contractor shall investigate the conditions to be encountered, as to the character, quality, and quantities of Services to be performed and materials to be furnished and as to the requirements of all Contract Documents. The Contractor’s submission of a proposal in response to the RFP is prima facie evidence that the Contractor has made an examination as described above.

The existing CFX infrastructure is composed of several items that are unique to the Central Florida Expressway System and specifically identified and required by CFX. Unless otherwise specifically approved by the Director of Maintenance in writing prior to any replacement, all damaged items, parts, and components that require replacement, shall be replaced in kind with an identical new item, part and/or component.

This Contract excludes the following services: roadway lighting, out-parcel mowing, pressure washing of structures and MSE and sound wall herbicide. These items are addressed in the Scope of Services and Maintenance Specifications but would not be applicable unless CFX adds the work to the Contract via Supplemental Agreement. CFX reserves the right to add any of these services to this Contract at any time. If added, compensation for this work will be paid though the work order allowance or Supplemental Agreement.

- 1.2 The Contractor shall provide sufficient field staffing and supervision to accomplish the Services (hereinafter defined) required by this Contract. In addition to sufficient field staffing and supervision, the Contractor shall provide and maintain the following Key Personnel, as defined in the Contract, that possess the following minimum qualifications:

(a) Full Time Project Manager assigned exclusively to this Contract with a minimum of five (5) years' prior work experience performing similar duties who will be 100% responsible for direct oversight and management of the Services, including, without limitation, the following:

- Serve as point of contact with CFX
- Oversee all operations and ensure all work is being performed per Contract
- Implement the Contractor Safety Plan
- Manage annual/quarterly project planning
- Coordinate contract administration
- Plan for D/MBE and WBE participation
- Develop and maintain community relations
- Ensure implementation of CFX's procedures, Florida Department of Transportation ("FDOT") procedures and the Florida Administrative Code Rules
- Identify work needs
- Maintain 24/7 on-call status for emergency and incident response
- Perform Maintenance Assessments
- Review permits as requested

(b) Full Time Quality Control Manager assigned exclusively to this Contract with a minimum of five (5) years prior work experience performing similar duties who will be 100% responsible for the following:

- Ensure contract compliance through quality oversight
- Enforce compliance with Contractor Safety Plan
- Maintain 24/7 on-call status for emergency and incident response
- Inspection of completed Services

(c) Full Time Project Superintendent assigned exclusively to this Contract with a minimum of five (5) years prior work experience performing similar duties who will be 100% responsible for the following:

- Provide day-to-day oversight of the work crews for the roadways and facilities
- Coordinate and oversee 24/7 emergency response program
- Perform equipment maintenance and purchasing
- Ensure contract compliance through quality oversight
- Ensure preparedness for incident and emergency response
- Enforce compliance with Contractor Safety Plan

(d) Full Time Contract Support Specialist assigned exclusively to this Contract, who will be 100% responsible for the following:

- Must be proficient in data entry in data management programs

- Must be capable of learning and maintaining an internet web-based application
- Perform status reporting and record archiving in accordance with the requirements herein.

(e) The Contractor, or an approved subcontractor, shall also employ a full-time registered professional engineer licensed to practice in the State of Florida (“Professional Engineer”) with sufficient qualified technical and professional staff to support activities and program areas including, but not limited to, roadway and bridge maintenance contract administration; maintenance contract implementation; maintenance condition survey management; and public / transportation safety items. The Professional Engineer shall have the ability to respond promptly to the any items that arise from the scope of this Contract and be available to be on-site as needed or requested by Contractor or CFX within six (6) hours of notification.

- 1.3 The Services to be provided by the Contractor shall be furnished through a combination of Contractor staff and personnel and subcontractors and subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include but are not necessarily limited to maintenance of roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). The Services shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; daily patrol of all roadways to ensure Contract compliant conditions; perform Road Serviceability Analysis identified in Section 2.6 hereof; and responsibility for permit operations. These Services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll facilities and equipment, the fiber optic network, landscaping and aquatic weed control are not a part of the Services and will be performed by others.
- 1.4 CFX does not guarantee that all of the Services described in this Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these Services on a non-exclusive basis. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.
- 1.5 Key Performance Items: The aesthetic appearance and cleanliness of the Central Florida Expressway System is of paramount importance. The Contract standard for weeds is “Virtually Weed Free” on or adjacent to CFX infrastructure items. The Contract standard for litter is “Virtually Litter Free” within the limits of the CFX right of way. The Contract Standard for all mowing items is a “Neat, Clean, Well Groomed” appearance through-out

the CFX right of way. The Contractor's approach and ability to deliver the Services in accordance with the standards set forth by CFX is a key element in the successful performance of this Contract. The following are identified as "Key Performance Items" and Liquidated Damages (hereinafter defined in Section 5.5) associated with the non-performance of the Key Performance Items.

ITEM	MINIMUM SERVICE	NON-PERFORMANCE LIQUIDATED DAMAGE
Litter Patrol	5 Full Time Crews, 6 Days per week	\$500 per day per crew (PF-2)
Herbicide (Shoulder, Guardrail, MSE Walls, Soundwalls, Barrier Walls, Light poles etc.)	Regular Intervals, 6 Times per year	\$1000 per day for a given cycle (PF-3)
Fence Line Herbicide	Regular Intervals, 4 Times per year	\$1000 per day for a given cycle (PF-3)
Roadside Mowing	12 Times per year, Starting the 1 st day of each month	\$1000 for each day late (PF-3)
Slope Mowing	8 Times per year	\$1000 for each day late (PF-3)
Out-Parcel Mowing	24 Times per year, Starting the 1 st and 15 th of each month	\$100 for each day late (PF -1)
Pressure Washing of Bridges	1 Time per year per bridge	\$100 for each day late per bridge (PF-1)
Highway Lighting	Daily Patrol, Documented Inspection every 2 weeks	\$100 per day per light (PF-1)
Vacuum Sweeping	1 cycle every 2 weeks	\$500 for each day late (PF -2)
Pavement Markings	Daily Patrol	

Contractor understands and acknowledges that there are additional items addressed in the CFX Maintenance Specifications in which Liquidated Damages may be charged.

- 1.6 In addition to the Liquidated Damages set forth above and in Section 5.5 hereof, in the event the Contractor fails to perform any required Services within the specified time limits in the Contract, CFX, at its option, may elect to have another contractor, subcontractor, or staff of CFX perform the Services and subtract the costs for the performance of the Services plus a \$1,000 administrative fee from any unpaid amounts then or thereafter due the Contractor under the Contract if the Contractor had performed said Services. .

- 1.7 The Contractor shall expect that all Liquidated Damages outlined in this Contract will be enforced. In the event the Contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the Contractor may appeal the assessment of Liquidated Damages in writing to the Director of Maintenance. CFX reserves the right to reduce any assessment of Liquidated Damages and/ or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and /or reduction of compensation amount is at the sole discretion of the Director of Maintenance.

2.0 ROADWAY MAINTENANCE AND INSPECTION

- 2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures (collectively, the “Services”).
- 2.2 In addition to the Key Personnel, the Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors, technical, and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All Services shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of or referenced within the Contract.
- 2.3 The Contractor shall comply with the CFX Incident Response Plan as defined in Exhibit A1 attached hereto and incorporated herein by reference.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all Services under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor’s operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.
- 2.5 The Contractor shall review Bridge and Sign Inspection Reports provided by CFX. The Contractor shall have complete responsibility for scheduling and performing bridge and sign maintenance and repairs. The Contractor shall return completed signed and dated FDOT and CFX work order forms to the Director of Maintenance to include photographs of any repairs completed on the bridge and signs. Each work order shall be completed by the Contractor and accepted by CFX within sixty (60) days of receipt by the Contractor of the work items for items deemed Priority 1 work orders, one hundred eighty (180) days for items Priority 2 and 3 work orders and within two (2) years for Priority 4 work orders. Services not completed within this time frame will be subject to a reduction in

compensation due the Contractor of \$200 per day per work order for each day the Services specified in the work order are not completed.

2.6 Road Serviceability Analysis - The Contractor shall:

2.6.1 Attend Maintenance Rating Program (MRP) inspections with FDOT and the Director of Maintenance or his/her designee. Review results of the MRP inspections performed by FDOT and initiate corrective action based on MRP inspections within thirty (30) days of receipt of the findings from the Director of Maintenance.

2.6.2 Correct identified deficiencies in the roadways and bridges on an annual basis throughout the Term of the Contract, using the current years for each Annual Inspection Report compiled by CFX's General Engineering Consultant as a baseline of the deficiencies needing repair. The Contractor shall integrate findings from the Annual Inspection Report into the Contractor's Work Plan, as defined in Section 3 hereof.

2.7 Contract Administration - The Contractor shall:

2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to, or compliance with, specifications, workmanship, Key Performance Items, or any other areas or standards in accordance with the terms of this Contract.

2.7.2 Prepare, maintain and provide one day in advance, a daily work schedule showing key activities and their planned location for that day. Prepare and maintain monthly progress schedules and summary reports of work planned and work completed applicable to all phases of maintenance operation and such special reports as may be required to keep CFX advised with respect to the progress of work activity.

(a) Provide the monthly report in a format that includes all Activity Groups and Activity Codes, quantities and applicable measurement units (i.e. acre, square foot/yard, each, etc.) as described in the FDOT Maintenance Cost Handbook.

2.7.3 Assist CFX in responding to the public interest regarding maintenance activities.

2.8 In all cases and scenarios prepare and provide to CFX within twenty-four (24) hours of any such accident, any accident claim(s) in form and content reasonably satisfactory to CFX.

2.8.1 For matters or incidents in an amount less than or equal to \$25,000.00, or the CFX insurance contract deductible, whichever is greater, in estimated repair damages

for any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:

- (a) Provide a copy of said accident claim to CFX for its records; and
- (b) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (c) Seek reimbursement of the expenses made in connection with the aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek reimbursement from the CFX. Nor shall the Contractor seek reimbursement from the CFX insurance carrier or carriers without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third-Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the CFX insurance carrier or carriers, whether in law or in equity.

2.8.2 For matters or incidents in an amount greater than \$25,000.00, or CFX's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by CFX, the Contractor shall:

- (a) Submit said accident claim to CFX; and
- (b) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (c) Notify CFX in writing, that the Contractor seeks reimbursement of the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby CFX, shall at its expense, file a reimbursement claim with the CFX insurance carrier or carriers. Should the CFX insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no obligation to, seek reimbursement of any particular claim shortfall from the Third Parties, and/or the Third-Party Insurers, if any. The

Contractor shall not seek any reimbursement from the CFX insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third-Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, whether in law or in equity.

- 2.8.3 Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of CFX and of FDOT.

3.0 CONTROL OF THE WORK

- 3.1 The Contractor shall develop, prepare, provide to CFX, and implement a Roadway Maintenance Operations Work Plan ("Work Plan").

The Work Plan is a 12 month look ahead schedule that the Contractor shall be prepared and submitted to CFX within thirty (30) days of the issuance of the Notice to Proceed in accordance with the terms of the Contract and updated every 3 months thereafter throughout the Term of the Contract. The Work Plan shall include each of the Key Performance Items addressed in Section 1.5. The Work Plan shall also contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The Work Plan shall, at a minimum, provide a description of the Services to be performed for each week throughout the Term, or by any other more specific periods or date the Contractor selects.

Upon receipt of the Work Plan, CFX will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

Based upon the Notice to Proceed date as defining the first day of the contract year, the Contractor shall submit an updated Work Plan to CFX at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

Contractor understands and acknowledges that the Work Plan is a tool for assessing and monitoring the Services performed by the Contractor and is not intended by CFX to constrain or impede the Contractor's requirement to complete the work orders in a timely manner. While the Work Plan is required to be updated every three months, if a repair, replacement, or deficiency is identified, inclusion in the Work Plan shall not preclude said repair, replacement, or deficiency from being addressed by the Contractor.

- 3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term “Director of Maintenance” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor’s work for compliance with the Contract Documents. The Director of Maintenance has no duty to supervise or direct the performance of the Services, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

3.3 Coordination of Contract Documents

The Scope of Services, CFX Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. The Standard Specifications, (current edition at the time of Contract execution) and the FDOT Standard Plans, (current edition at the time of Contract execution), are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. CFX Maintenance Specifications
3. FDOT Standard Specifications, current edition at time of Contract execution.
4. FDOT Standard Plans, current edition at the time of Contract Execution.

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the FDOT Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum, schedule of values and unit price amounts shown in the Price Proposal.

3.4 Traffic Control and Lane Closures

The Contractor shall adhere to the requirements of Part 6 of the Florida Highway Administration’s (“FHWA”) Manual on Uniform Traffic Control Devices (“MUTCD”). For operations requiring closure of travel lane(s), Contractor shall comply with CFX Maintenance Specifications and FDOT Standard Plans.

All lane and ramp closures require the prior written approval of the Director of Maintenance. The Contractor shall submit a written lane closure request at least ten (10) working days in advance of the planned closure. In general, no work requiring lane closures shall occur on CFX’s system between the hours of 6:00 a.m. and 11:00 p.m., Monday through Sunday. In general, ramp closures will only be permitted between the hours of 11:00 p.m. and 5:00 a.m. any day of the week.

If, in the determination of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion, the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

The Contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. A lane rental fee will be assessed on the Contractor in the amount of \$1,000 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, lane rental fees will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lanes closures on all local or state roads not a part of the Central Florida Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Orange County, Lake County, Osceola County, City of Winter Garden, FDOT, FTE, etc.

3.5 Other Work

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3.6 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the prior written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior written approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No

such subcontract shall be executed by the Contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Contract for additional requirements.

Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of Services under the Contract any subcontractor, at any tier, whom CFX considers unsuitable for the performance of such Services. Such subcontractor shall not be reassigned to perform any work relating to the Services except with the express written consent of CFX.

4.0 OTHER REQUIREMENTS

4.1 Permits, Notifications and Fees

4.1.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract lump sum and unit prices for the items of work in the Contract.

4.1.3 No Services shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such Services are to be performed. The Contractor shall provide a copy of the written permission to CFX.

Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

4.2 Hazardous or Toxic Waste, Pollutants

4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

4.2.2 Contractor shall take any and all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance in writing.

4.2.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Services necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the Services being performed.

4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other Services performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred, which repair shall be conducted to the reasonable satisfaction of CFX.

4.4 Safety

4.4.1 General: The Contractor shall comply with all federal, state, and local laws, by-laws, ordinances, rules and regulations which control the action or operation of those engaged or employed in the Services or which affect materials used by Contractor in the performance of the Services.

4.4.2 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Services have been completed and accepted by CFX.

The Contractor and all subcontractors shall not allow any person employed in performance of the Services to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 All vehicles used during the performance of the Services shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the Contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other Services shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to meet or demonstrate why the participation objective of 7% for this Contract could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX may elect to provide an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform the Services with its own forces if those Services have been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

4.6.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

4.6.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

4.6.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) “Black Americans”, which includes persons having origins in any of the black racial groups of Africa;
 - (b) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

- (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
- 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor’s efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

4.6.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

- 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
- 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
 - (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.

4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. The procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. The dollar value of the contracts awarded to D/M/WBEs;
4. The percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. A description of the general categories of contracts awarded to D/M/WBEs;

6. The specific efforts employed to identify and award contracts to D/M/WBEs;
7. Maintenance of records of payments and monthly reports to CFX;
8. Subcontract agreement between Contractor and D/M/WBE subcontractors; and
9. Any other records required by the Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

4.6.5 Subletting of Contracts - Participation Objective

No request to sublet the Services will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request for Authorization to Sublet Work". One copy of the certification will be attached to each copy of the "Request for Authorization to Sublet Work".

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Beginning Work

The Contractor shall commence work as of the date established in the Notice to Proceed. The Term of the Contract will begin on the date established in the Notice to Proceed.

5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of the Services being completed by the Contractor and the details thereof on a daily basis. E-mail locations of work crews shall be sent to designated CFX maintenance personnel indicating roadway, start and proposed end location by mile post for each major work activity. Coordination shall be maintained by the Contractor with the Director of Maintenance. The Director of Maintenance or Contractor may request and be granted a conference with the other party.

5.3 Maintenance Operations

- 5.3.1 The Contractor shall be available 24 hours a day, 7 days a week, 52 weeks a year. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.
- 5.3.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday.
- 5.3.3 Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all-day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so, authorized by the written approval of the Director of Maintenance (e-mail may be used).
- 5.3.4 No Services shall be performed when weather conditions limit good visibility to less than five hundred (500) feet. The Services may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.
- 5.3.5 Prior to beginning maintenance operations, the Contractor shall submit to the Director of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required highway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.6 All Contractor, subcontractors and second tier subcontractor's vehicles shall have clear identification of the company they represent. All Contractor, subcontractor and second tier subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to CFX prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to facilities.
- 5.3.7 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible and outside of the "Clear Zone" as defined in the FDOT Standard Plans. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of

the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

- 5.3.8 In circumstances where the Services have assigned to them a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- 5.3.9 CFX will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:
- a. Up to 1 hour late - \$100.00 reduction.
 - b. More than 1 hour late - \$200.00 reduction.
 - c. For each additional hour late - \$200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance, in his sole and absolute discretion, that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.

- 5.3.10 With the exception of Regular Mowing and Slope Mowing, the Contractor may request time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather. Delays due to inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work (Key Items shown on the Contractors Work Plan (Article 3.1) or daily Work Schedule (Article 2.7.2), resulting in either:
- (a) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or

- (b) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Maintenance will monitor the effects of weather and if deemed justified, in his sole and absolute discretion, recommend time extensions for performance of the Services. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

5.4 Suspension of the Services

CFX reserves the right (as may be exercised from time to time) to suspend the maintenance activities and Services covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the Services. Upon written direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance Services that shall be performed by the Contractor in the designated areas are litter / debris removal, herbicide applications and emergency response. Payment to the Contractor will be reduced based on the pro-rata share of the affected Pay Item(s) value for the work not performed. The Contractor shall review the CFX 5 Year Work Plan current at the time of bid and account for all upcoming construction projects published in that plan and include only the costs for the reduced Services in the Contractor's Price Proposal. Any changes to the CFX 5 Year Work Plan that occur after submittal of the Contractor's Price Proposal will not be considered grounds for any changes to the Contractor's Price Proposal.

5.5 Liquidated Damages

5.5.1 Contractor and CFX recognize that, since time is of the essence for the performance of the Services under this Contract, CFX will suffer financial loss if the Services are not performed within the time specified in the Contract, as said time may be adjusted as provided for herein. In such event, the total amount of CFX's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that CFX receive liquidated damages from Contractor, if Contractor fails to perform the Services within the time periods set forth in the Contract. The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but

as liquidated damages per the following Performance Failure schedule (PF) for failure of the Contractor to complete the Services and Key Performance Items within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX (the "Liquidated Damages"):

PF-1 \$100 per Task/Item per Day

PF-2 \$500 per Task/Item per Day

PF-3. \$1000 per Task/Item per Day

It shall be the responsibility of the Contractor to schedule the Services in a manner that prevents delays, stoppages and rework.

The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of CFX's actual damages at the time of contracting if Contractor fails to perform the Services within the time specified herein.

- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, liquidated damage charges will be assessed in calendar days, starting with the first day following the day the subject Task / Item was due to be completed.
- 5.5.3 Permitting the Contractor to continue and to finish the Services , or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the Liquidated Damages due under the Contract.
- 5.5.4 In the event of default by the Contractor and the completion of the Services by CFX or by another contractor retained by CFX, the Contractor and the Contractor's surety shall be liable for the Liquidated Damages under the Contract until either CFX releases the default or the Services resume under the Contract Surety. No Liquidated Damages shall be chargeable for any delay in the final completion of the Services due to any unreasonable action or delay on the part of CFX.
- 5.5.5 The Services will be considered completed when all Services have been accepted by the Director of Maintenance. CFX reserves the right deduct any Liquidated Damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to CFX by Contractor upon demand by CFX plus interest from the date of demand at the maximum legal rate of interest until paid.

5.5.6 It is further mutually understood and agreed that CFX's assessment of liquidated damages for delays is intended to compensate CFX solely if Contractor fails to timely perform the Services in accordance with the terms of this Contract and shall not release the Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, CFX instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to perform the Services.

5.6 Sales and Use Taxes

Performance of the Services under the Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The Contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contractor's Price Proposal.

5.7 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

5.7.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- (a) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

- (b) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- (c) the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceedings, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

5.8 Evaluation and Acceptance of the Services

- 5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by CFX. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or Services.
- 5.8.2 For roadway maintenance Services, the major criterion used by CFX for evaluating the Contractor's performance and acceptability of the completed Services will be compliance with the Contract Specifications. In addition, CFX will also utilize the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic (exclusive of landscape areas maintained by others) and drainage by FDOT through its annual MRP. CFX will use the current FDOT weighted scoring system when evaluating the roadway system. The Contractor shall achieve and maintain an overall MRP of 91 for S.R. 429, S.R. 414, S.R. 451 and S.R. 453.

Notwithstanding the foregoing, the MRP score is not the only evaluation criterion that CFX will use to evaluate Contractor's performance of the Services. In no event shall the Contractor's attainment of the required scores for each roadway relieve the Contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics to ensure compliance with the Contract Standards set forth herein for the Key Performance Standards. For example, with regard to vegetation/aesthetics, CFX expects the Contractor to keep

all roadways under this Contract virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. CFX further expects the Contractor to be sensitive to the needs and perceptions of CFX's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only safe, but also pleasing to the eye, smooth and comfortable.

The FDOT will conduct MRP ratings for CFX every four (4) months on S.R. 429, S.R. 414, S.R. 451 and S.R. 453. Contractor understands and agrees that the compensation anticipated to be paid to Contractor in accordance with the Schedule of Values is based on the expectation that the Contractor will attain the required MRP rating for the roadways. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four (4) months payments for each point below an overall MRP of 91 for S.R. 429, S.R. 414, and S.R. 451. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four (4) months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor an amount equal to one-tenth of one percent (0.10%) of the cumulative amount of four (4) months payments for each percentage point below 80 on any characteristic rating with the exception of striping lighting and signs. For these characteristics, monies will be withheld for any rating below the following:

- Striping 95
- Signs 90
- Lighting 85

If a characteristic falling below 80 is rated on fewer than 10 inspection points, CFX will conduct a supplemental inspection of those characteristics to provide a minimum of 10 points for evaluation.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX.

5.9 Compensation

The Contractor will be paid in accordance with Exhibit B attached hereto and incorporated herein by reference.


END OF SECTION

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members

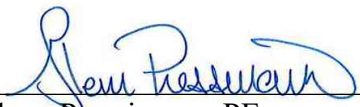
FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024

SUBJECT: Approval of Span Systems, Inc. as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Systemwide Facilities Maintenance Services
Contract No. 001910

Board approval of Span Systems, Inc as a subcontractor to Louis Berger Hawthorne Services, Inc. to provide canopy services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Louis Berger Hawthorne Services, Inc. Date: 3/13/2024

CFX Contract Name: Systemwide Facilities Maintenance CFX Contract No.: 001910

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: Span Systems, Inc.

Address: 90 Pine Street, Manchester, NH 03103

Phone No.: 603-621-4090

Federal Employee ID No.: 22-3075338

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

Description of Services to Be Sublet: Canopy Services

Estimated Beginning Date of Sublet Services: 2/13/2024

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services*: \$ 99,000.00

*(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: Rita Charles (For Horace Davis)
(Signature of Consultant Representative)

Office Manager

Title

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

Date: Mar 19, 2024

Approved by: Glenn Pressimone
Glenn Pressimone (Mar 19, 2024 16:35 EDT)
(Signature of Appropriate Chief)

Date: Mar 19, 2024

Reviewed by: [Signature]
Director of Procurement

Date: Mar 19, 2024

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
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 24, 2024

SUBJECT: Approval of Contract Award to Aero Groundtek, LLC for
Landscape Maintenance Services for SR 408, SR 417, CFX's Headquarters
and Magnolia Service Center
Contract No. 002089

A Request for Proposals (RFP) from qualified firms to provide Landscape Maintenance Services for SR 408, SR 417, CFX's Headquarters and Magnolia Service Center was advertised on January 14, 2024. Two responses were received by the February 15, 2024 deadline. Those firms were Aero Groundtek, LLC and Arazoza Brothers Corporation. The Director of Procurement met with the Director of Maintenance to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.


The Evaluation Committee shortlisted the firms and interviews were held on February 28, 2024. 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
1	Aero Groundtek, LLC
2	Arazoza Brothers Corporation

The work to be performed includes landscape maintenance services.

Board award of the contract to Aero Groundtek, LLC in the amount of \$6,696,557.87 for a three year term with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

RFP-002089 Evaluation Committee Meeting – February 28, 2024, Minutes

The Evaluation Committee for **Landscape Maintenance Services for SR 408, SR 417, CFX's Headquarters Building and Magnolia Service Center; RFP-002089**, held a duly noticed meeting on Wednesday, February 28, 2024, starting at 1:00 p.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members:

Chris Bloodwell, CFX Landscape Architect
Don Budnovich, CFX Director of Maintenance
Matthew Bryant, CFX Senior Landscape Maintenance Inspector

Other Attendees:

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

Interviews:

Ms. Traci Parks-Chillon began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Aero Groundtek, LLC.	01:00 – 01:40 p.m.
Arazoza Brothers Corporation	01:45 – 02:25 p.m.

Evaluation Portion:

Ms. Traci Parks-Chillon opened the floor for discussions. After discussions, the Committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
Arazoza Brothers Corporation	158	52.67
Aero Groundtek, LLC.	149	49.67

Pricing

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

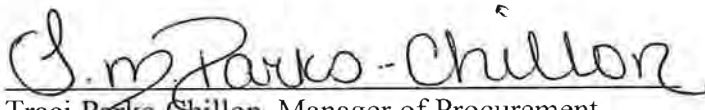
<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
Arazoza Brothers Corporation	7,849,889.00	38.39
Aero Groundtek, LLC.	6,696,557.87	45.00

Total Points and Rankings


<u>Proposer</u>	<u>Avg. Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Aero Groundtek, LLC.	49.67	45.00	94.67	1
Arazoza Brothers Corporation	52.67	38.39	91.06	2

The Evaluation Committee recommends award of the Contract to top ranked proposer, Aero Groundtek, LLC. for \$6,696,557.87. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 2:57 p.m. These are the official minutes of the Evaluation Committee meeting for RFP-002089 held Wednesday, February 28, 2024.

Submitted by: 
Traci Parks-Chillon, Manager of Procurement

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


Don Budnovich, Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

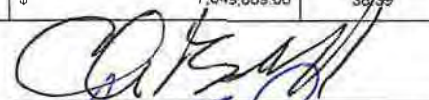

LANDSCAPE MAINTENANCE SERVICES SR 408, SR 417, CFX'S HEADQUARTERS BUILDING, AND MAGNOLIA SERVICE CENTER
RFP - CONTRACT NO. 002089

EVALUATOR	Aero Groundtek, LLC		Arazoza Brothers Corporation	
	TECHNICAL	PRICE	TECHNICAL	PRICE
Chris Bloodwell	52		54	
Don Budnovich	46		50	
Matthew Bryant	51		54	
TOTAL	149		158	
AVG. TECH. POINTS	49.67		52.67	

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Aero Groundtek, LLC	\$ 6,696,557.87	45.00
Arazoza Brothers Corporation	\$ 7,849,889.00	38.39

Committee Members:


Chris Bloodwell
Don Budnovich
Matthew Bryant

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Aero Groundtek, LLC	49.67	45.00	94.67	1
Arazoza Brothers Corporation	52.67	38.39	91.06	2

Wednesday, February 28, 2024

Wednesday, February 28, 2024

Wednesday, February 28, 2024

CONTRACT

The logo for the Central Florida Expressway Authority. It features the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. "EXPRESSWAY" is in orange, while the other words are in black. The text is centered between two horizontal orange bars.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

AND

AERO GROUNDTEK LLC

**LANDSCAPE MAINTENANCE SERVICES FOR SR 408, SR
417, CFX'S HEADQUARTERS BUILDING, AND MAGNOLIA
SERVICE CENTER**

CONTRACT NO. 002089

**CONTRACT DATE: APRIL 11, 2024
CONTRACT AMOUNT: \$6,696,557.87**

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

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

**LANDSCAPE MAINTENANCE SERVICES FOR SR 408, SR 417, CFX'S
HEADQUARTERS BUILDING, AND MAGNOLIA SERVICE CENTER**

CONTRACT NO. 002089

APRIL 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 002089

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Contract No. 002089

This Contract No. 002089 (“Contract”) is made this 11th day of April 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 AERO GROUNDTEK LLC, a Florida Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 858 Maguire Road, Ocoee, FL 34761, 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 landscape maintenance services on State Road (“SR”) 408, SR 417, CFX’s Headquarters Building, and Magnolia Service Center under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about January 15, 2024, CFX issued Request for Proposals (“RFP”) seeking qualified contractors to perform landscape maintenance services on SR 408, SR 417, CFX’s Headquarters Building, and Magnolia Service Center; and

WHEREAS, CONTRACTOR was selected as the most responsive and responsible proposer of two qualified firms that responded to the RFP and was ultimately selected.

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to landscape maintenance for SR 408, SR 417, CFX's Headquarters Building, and Magnolia Service Center in Orange County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

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

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and 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),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,
- 1.6 The Technical Proposal submitted by CONTRACTOR, and

1.7 The Price Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to two (2) additional one-year terms (collectively or individually referred to herein as a "Renewal Term"). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is

declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

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

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

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “B”** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is \$6,696,557.87 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 at least Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

(a) Commercial General Liability Insurance having a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract.

(b) Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of Three Million Dollars (\$3,000,000.00) for each accident;

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

(d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time-to-time hereafter;

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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract exclusive of the estimated bulk postage rate (Contract Amount/3years). The initial term of the bond shall be June 1, 2024 to May 31, 2025. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFRX at least 15 days prior to the expiration of the bond in effect so that there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

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

(a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;

(b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;

(c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

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

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

(b) all workplace laws, regulations, and posting requirements;

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

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

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees,

agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

10. INDEMNITY

10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers, board members, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the Services and this Contract.

10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers, board members, and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent,

trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

- (a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- (b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- (c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- (d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- (e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- (f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- (g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the “CFX Property”). CFX’s ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX’s registered trademark name for CFX’s electronic toll collection system and comprises a portion of CFX Intellectual Property.

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

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

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all

notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services,

together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

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

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

19. DISPUTES

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

20. OTHER SEVERABILITY

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

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations

respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

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

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

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

- 27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

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

30. E-VERIFY

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall

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

31. APPROPRIATION OF FUNDS

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

32. NOTICE TO THE PARTIES

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

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Aero Groundtek LLC
858 Maguire Road
Ocoee, FL 34761
Attn: William Sandritter

With a copy to: Aero Groundtek LLC
 858 Maguire Road
 Ocoee, FL 34761
 Attn: Sam Bernal

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit “A”	Scope of Services
	Attachment 1 Annual Maintenance Schedule
	Attachment 2 Turf Management Area Reference Maps (Mowing Areas)
	Attachment 3 “No-Mow” Area Reference Maps
Exhibit “B”	Method of Compensation
Exhibit “C”	Price Proposal
Exhibit “D”	Technical Proposal
Exhibit “E”	Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 002089

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 April 11, 2024.

ACCEPTED AND AGREED TO BY:

AERO GROUNDTEK LLC

By: _____

Title

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by
CFX only.

General Counsel for CFX

Print Name

EXHIBIT “A” – SCOPE OF SERVICES

Exhibit “A”	Scope of Services w/ Attachment #1 – Annual Maintenance Schedule Attachment #2 – Turf Management Area Reference Maps (Mowing Areas) Attachment #3 – “No-Mow” Area Reference Maps	S-1 TO SS-65
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**SCOPE OF SERVICES
LANDSCAPE MAINTENANCE SERVICES
CONTRACT NO. 002089
S.R. 408, S.R. 417, Magnolia E-Pass Service Center and the CFX Administrative and
Operations Center**

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Attachment #1 – Annual Landscape Maintenance Schedule

Attachment #2 – Turf Management Area Reference Maps

Attachment #3 – “No-Mow” Area Reference Maps

1.0 PROJECT SCOPE

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, groundcovers, and mulched areas) which includes but is not limited to: groundcover pruning, shrub pruning, tree pruning, fertilizer application, insect/disease control, grassy weed control, broadleaf weed control, tree staking, watering, mulching, shrub removal, tree removal, and site clean-up (including litter and debris removal) at all CFX toll facilities and right of way locations (excluding, temporarily, the areas listed below) along S.R. 408 from Clark Rd and Old Winter Garden Rd overpass to 1,400 ft. north of SR 50 at Challenger Pkwy; S.R. 417 from International Dr. to the Seminole County Line, the Magnolia E-Pass Service Center, as well as the CFX Administration and Operations Center.

This work also includes: turf maintenance which includes but is not limited to: mowing, edging, trimming, fertilizer application, insect/disease control, grassy weed control, broadleaf weed control, irrigation system maintenance and site clean-up (including litter and debris removal and turf clippings removal from turf areas and adjacent paving areas), at all CFX main toll plazas located within the Contract scope, the CFX Administration and Operations Center, and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps.

The landscape improvements that are part of the following listed landscape construction projects will not be maintained at Contract start up. These areas will be added to the Contract scope upon completion of the planting installation and establishment / warranty maintenance phases. Pricing for these and future scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

Landscape Construction Projects

- Project No. 408-830 S.R. 408 / S.R. 417 – Alafaya Trail Landscape
- Project No. 408-831 S.R. 408 / S.R. 417 – S.R. 408 Interchange Landscape
- Project No. 417-833 S.R. 417 / Econ Trail – County Line Landscape

Existing landscape improvements located within the limits of current roadway construction projects listed below will not be maintained at Contract start up and are not included in the Contract bid totals. These areas will be added to the Contract scope upon completion of each roadway construction project. Pricing for scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

Roadway Construction Projects

- S.R. 417 Roadway Construction Zone – International Drive to John Young Parkway.
- S.R. 417 Roadway Construction Zone – John Young Parkway to Landstar Blvd
(excluding mowing and landscape maintenance at the John Young Toll Plaza)
- S.R. 417 Roadway Construction Zone – Landstar Blvd to Boggy Creek Rd
(excluding mowing and landscape maintenance at the Boggy Creek Toll Plaza)
- S.R. 417 Roadway Construction Zone – Boggy Creek Rd to Narcoossee Road
- S.R.417 Roadway Construction Zone – Narcoossee Road to SR 528

Adjustments to Contract amounts for the maintenance of existing landscape improvements impacted by future roadway construction projects shall be based on Contract bid unit costs.

The work under the Contract also consists of providing all labor, equipment, materials, and incidentals necessary to perform repairs and restoration of existing landscape plantings as directed by CFX. Planting and establishment watering costs shall be paid for out of the Work Order / New Construction Allowance.

Supplemental watering of existing plant material during periods of severe drought shall also performed as directed by CFX. Supplemental watering costs shall be paid for out of the Work Order / New Construction Allowance.

The work under the Contract shall commence after issuance of the written Notice to Proceed from the CFX Director of Maintenance.

2.0 GENERAL CONDITIONS AND REQUIREMENTS

2.1 CFX Director of Maintenance

References to the CFX Director of Maintenance shall be taken to mean his designated representative(s) as well. All work shall be subject to review and acceptance by the CFX Director of Maintenance who will evaluate the Contractor's work for compliance with the Contract Documents. The CFX Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

2.2 Coordination of Contract Documents

The Scope of Services and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda (if any)
3. Scope of Services
4. FDOT Standard Plans

2.3 Contractor's Personnel, Subcontractors and Sub-consultants

The Contractor shall be certified by the Florida Nursery, Growers, and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract. The certified individual shall be a full-time employee on the Contractor's payroll. The Contractor shall not replace the individual representing the Contractor as the Landscape Contractor certified by FNGLA without written notice to and approval of CFX. CFX's acceptance of any replacement 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 personnel shall constitute a waiver of any right of CFX to reject defective Work.

A significant factor in the decision of CFX to award the Contract to the Contractor is the level of expertise, knowledge and experience possessed by employees of Contractor, the Contractor's proposed subcontractors and sub-consultants (if any) and the Contractor's covenant to use employees, subcontractors and sub-consultants possessing such expertise, knowledge and experience available at all times to assist in the providing the required maintenance services. Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and sub-consultants having significant training, expertise and experience in the maintenance areas or disciplines described herein and in the maintenance specifications, together with such other areas of expertise or experience as may be designated from time to time during the term of the Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, Contractor shall use reasonable efforts to promptly hire and retain one or more individuals, subcontractors or sub-consultants possessing such experience or expertise.

CFX considers the Contractor's Project Manager to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Manager by the Contractor shall be submitted to CFX in advance for approval or disapproval by CFX, and any changes in the individual shall also be subject to written approval by CFX. Similarly, the Contractor shall submit the names and qualifications of the Contractor's Project Spray Manager, the names and qualifications of the Contractor's Irrigation Manager and all first and second tier subcontractors/sub-consultants to CFX for approval prior to their beginning work on the project. The Project Spray Manager, Irrigation Manager, and all first and second tier subcontractors/sub-consultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. CFX's approval with respect to the Project Manager, Spray Manager, Irrigation Manager, and subcontractors/sub-consultants may be granted or denied in CFX's sole and absolute discretion.

Promptly upon request of CFX, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or sub-consultant whom the CFX considers (for any reason whatsoever, in CFX's sole discretion) unsuitable for such work. Such employee, subcontractor or sub-consultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the CFX. If the Contractor fails to immediately remove such employee, subcontractor or sub-consultant, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or sub-consultant is removed. The Contractor shall protect, defend, 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 an employee, subcontractor or sub-consultant based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any subcontractor or sub-consultant in accordance with this paragraph. No compensation in any form shall be paid

to the Contractor by CFX in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

The Contractor shall provide sufficient qualified manpower as necessary to perform all specified or directed maintenance tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Director of Maintenance and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor shall be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract shall be provided at no additional cost to CFX.

The Contractor shall provide the minimum manpower and equipment according to the following configurations/requirements:

<u>Personnel</u>	<u>Crew Designation</u>	<u>Min.</u>	<u>#of</u>
	(2) 3-week Maintenance Crews - 6-person crew		12
	(1) Hot Spot Crew - 6-person crew		6
	(1) Mow Crew - 4-person crew		4
	(2) Spray Crews - 2-person crew		4
	(1) Project Manager		1
	(1) Spray Manager		1
	(1) Irrigation Manager		1
	(1) Irrigation Tech		1
	(2) Litter Patrol (408)		2
	Total (minimum)		32

Equipment Requirements (minimum)

- 2 - Spray Trucks with sufficient capacity
- 2 - Spray Gators
- 2 – Small Production Mowers
- 2 – Walk Behind Mowers – CFX Admin. & Ops Center
- 1 - Irrigation Equipment Truck
- 1 – 2,000 Gallon / Tank Water Truck
- 3 - Maintenance/Mow Crew Trucks and Trailers
- 2 -Trucks for Management Team
- 2 – Litter Patrol Trucks

The Contractor's Project Manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

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 written

consent of CFX. A list of approved subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior written approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to the Contract, Subletting and Assignment, for additional requirements. Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of Services under the Contract any subcontractor, at any tier, whom CFX considers unsuitable for the performance of such Services. Such subcontractor shall not be reassigned to perform any work relating to the Services except with the express written consent of CFX.

With CFX's written consent, 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. The granting or denying of consent under this provision is at CFX's sole discretion.

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/sub-consultant to indemnify and hold harmless CFX on the same terms as contained herein 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.

A subcontractor/sub-consultant will be recognized only in the capacity of an employee or agent of the Contractor.

2.4 Traffic Control

The Contractor shall adhere to the requirements of Part 6 of the Florida Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD"). For operations requiring closure of travel lane(s), Contractor shall comply with FDOT Standard Plans.

All lane and ramp closures require the prior written approval of the Director of Maintenance. The Contractor shall submit a written lane closure request at least ten (10) working days in advance of the planned closure. If, in the determination of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion, the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

The Contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. The Contractor shall plan its operations such that all

equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. A lane rental fee will be assessed on the Contractor in the amount of \$1,000 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, lane rental fees will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lanes closures on all local or state roads not a part of the Central Florida Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Orange County, Lake County, Osceola County, City of Winter Garden, FDOT, FTE, etc.

For operations requiring closure of shoulder or travel lane(s), 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 equal approved by CFX. Approved alternate Worksite Traffic Supervisors may be used when necessary.

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 when lane closures are in effect, 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 such other activities deemed necessary for project maintenance and safety.

The Contractor shall comply with the FDOT Standard Plans, which is hereby incorporated

by reference as if fully set forth herein.

For all lane closures, the Contractor shall provide uniformed off-duty Florida Highway Patrol (FHP) officer(s), including marked FHP vehicle(s), to assist in controlling and directing traffic in the work zone.

The Contractor shall not permit equipment to unreasonably interfere with traffic while the equipment is on or traversing a road or street.

2.5 Other Work

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract price because of delay due to the activities of others.

2.6 Permits, Notifications and Fees

2.6.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

2.6.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

2.6.3 No Services shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such Services are to be performed. The Contractor shall provide a copy of the written permission to CFX. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

2.7 Hazardous or Toxic Waste, Pollutants

2.7.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc. visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

2.7.2 Contractor shall take all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance in writing.

2.7.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements, and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Services necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the Services being performed.

2.8 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers, and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures or non-performance of the chemical applications or maintenance tasks specified herein. All repairs to plant material required by the Contractor shall be performed as specified in Section 11.0 Plant Replacement.

2.9 Safety

2.9.1 General: The Contractor shall comply with all federal, state, and local laws, by-laws, ordinances, rules and regulations which control the action or operation of those engaged or employed in the Services or which affect materials used by Contractor in the performance of the Services.

2.9.2 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Services have been completed and accepted by CFX.

The Contractor and all subcontractors shall not allow any person employed in performance of the Services to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as

promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates. 2.13.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

2.10 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other Services shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

2.11 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to CFX, in sealed container(s), a legible copy of the Price Proposal Records used by the Contractor to prepare its bid. The container(s) shall be clearly marked "Price Proposal Records" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Project number. CFX will maintain the container(s) in a sealed condition.

In addition to the Price Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Price Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Price Proposal Record, other than the Price Proposal 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.

Following execution of the Contract, CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against CFX. Such acts by the Contractor shall be sufficient grounds for CFX to open the sealed container(s). CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) 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.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, CFX will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

2.12 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to meet or demonstrate why the participation objective of 10% for this Contract could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX may elect to provide an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform the Services with its own forces if those Services have been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor

shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Written notice to disadvantaged, minority and/or women-owned business enterprises that provides the type of work the contractor intends to subcontract. The notice shall be by e-mail or fax no fewer than seven (7) calendar days prior to proposal opening. All e-mails shall include the legal name of the firm. The notice shall advise:

- a. The disadvantaged, minority and/or women-owned business enterprises interest in the contract that is being solicited;
- b. The specific work the contractor intends to subcontract;
- c. How to obtain the contract plans, specifications and/or any information relevant to the proposal review process;
- d. Information on bonding and/or other pertinent insurance requirements;
- e. The deadline for proposal submission to the prime contractor and the proposal opening date; and,
- f. The prime contractor will provide the disadvantaged, minority and/or women-owned business enterprises no less than twenty-four (24) hours' notice of all addenda.

(2) Proposer shall explain why a D/M/WBE firm was not sub-contracted to meet the participation objective for the work as detailed on the solicitation bid form.

(3) Follow-up of initial submittals of interest by contacting disadvantaged, minority and/or women-owned business enterprises and documentation of such contact efforts which shall include: the D/M/WBE firm's name, address and contact information for the firm representative (e.g. e-mail, telephone and/or fax numbers); scope of work requested; the date and name of the person conducting the follow-up effort; comments denoting if the D/M/WBE indicated they will bid; comments denoting if plans and specs were sent; and the time the quote was received . Each proposer shall use the standardized contract log.

(4) The proposer shall submit all quotations received from non-minority and disadvantaged, minority and/or women business enterprises. The prime contractor shall provide an explanation as to why the disadvantaged, minority and/or women-owned business quotations were not accepted. Receipt of a lower quotation from a non-minority and/or non-women business enterprise prior to or at the time of proposal opening will not in itself excuse a contractor's failure to meet contract objectives.

(5) The proposer may document any of the following to support their proposal: services used of available disadvantaged, minority and/or women business enterprises community organizations; membership in disadvantaged, minority and/or women contractors' groups;

Federal, State, and local disadvantaged, minority and/or women business assistance offices; advertisements of partnership with organization for outreach (e.g. marketing fliers and event details); proof of written notice and follow-up communications; substantive conversations from network events.

(6) The proposer shall provide a copy of the notice of solicitation and any advertisements placed in general circulation media, trade association, publications and/or minority-focused media.

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 Proposer has made but also the quality, quantity, and intensity of these efforts.

2.12.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

2.12.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

2.12.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) “Black Americans”, which includes persons having origins in any of the black racial groups of Africa;
 - (b) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

- (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

2.12.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

2.12.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - a. All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b)

1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. 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.

2.12.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. The procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. The dollar value of the contracts awarded to D/M/WBEs;
4. The percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. A description of the general categories of contracts awarded to D/M/WBEs;
6. The specific efforts employed to identify and award contracts to D/M/WBEs;
7. Maintenance of records of payments and monthly reports to CFX;
8. Subcontract agreement between Contractor and D/M/WBE subcontractors; and
9. Any other records required by the Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

2.12.5 Subletting of Contracts - Participation Objective

No request to sublet the Services will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request for Authorization to Sublet Work". One copy of the certification will be attached to each copy of the "Request for Authorization to Sublet Work".

2.13 Suspension of Work

CFX reserves the right (as may be exercised from time to time) to suspend the maintenance activities and Services covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the Services. Upon written direction from the Director of Maintenance, the Contractor shall reduce maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. Payment to the Contractor will be reduced based on the pro-rata share of the affected Pay Item(s) value for the work not performed.

2.14 Liquidated Damages / Unperformed Work

Contractor and CFX recognize that, since time is of the essence for the performance of the Services under this Contract, CFX will suffer financial loss if the Services are not preformed within the time specified in the Contract, as said time may be adjusted as provided for herein. In such event, the total amount of CFX's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that CFX receive liquidated damages from Contractor, if Contractor fails to perform the Services within the time periods set forth in the Contract. The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages per the following for failure of the Contractor to complete the Services within the time stipulated in the Contract or work order or within such additional time as may have been granted by CFX (the "Liquidated Damages"):

- \$200 per crew per day for Daily Litter Patrol that is not on-site per Contract.
- \$100 per Task/Item per Day for any cycle-based task whose Contract frequency is monthly or less that is more than 7 calendar days late.

- \$100 per Task/Item per Day for any cycle-based task whose Contract frequency is greater than monthly but no more than quarterly that is more than 14 calendar days late.
- \$100 per Task/Item per Day for any cycle-based task with an interval greater than quarterly that is more than 21 calendar days late.

The due dates for each task will be determined by the Annual Landscape Maintenance Schedule (Attachment 1). It shall be the responsibility of the Contractor to schedule the Services in a manner that prevents delays, stoppages, and rework. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of CFX's actual damages at the time of contracting if Contractor fails to perform the Services within the time specified herein.

In addition to the Liquidated Damages set forth above, in the event the Contractor fails to perform any required Services within the specified time limits in the Contract, CFX, at its option, may elect to have another contractor, subcontractor, or staff of CFX perform the Services and subtract the costs for the performance of the Services plus a \$1,000 administrative fee from any unpaid amounts then or thereafter due the Contractor under the Contract if the Contractor had performed said Services.

The Contractor shall expect that all Liquidated Damages outlined in this Contract will be enforced. In the event the Contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the Contractor may appeal the assessment of Liquidated Damages in writing to the Director of Maintenance. CFX reserves the right to reduce any assessment of Liquidated Damages and/ or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and /or reduction of compensation amount is at the sole discretion of the Director of Maintenance.

2.15 Prevailing Party Attorney's Fees

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

2.15.2 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 litigation.

2.15.3 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 litigation (exclusive of interest, cost or expense).

- 2.15.4 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 through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which CFX agreed to pay or offered to pay prior to initiation of litigation 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).
- 2.15.5 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 to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, 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.
- 2.15.6 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 term “litigation” shall include arbitration or mediation proceedings.
- 2.15.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.
- 2.15.8 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 are being served by this provision.

2.15.9 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.

2.16 Binding Arbitration

All claims, disputes and controversies between CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

2.16.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- 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 or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

2.17 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of thirty (30) individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the Project Manager and the Spray Manager) to the CFX Director of Maintenance at the end of each month along with the monthly invoice. Records shall be submitted for work performed from the date of the Notice to Proceed until the end of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

The submittals shall be on a form acceptable to the CFX Director of Maintenance. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate notation ("No Work", "Suspended", or "Complete") indicated on the form. The falsification of, or failure to submit, any certified payroll will be grounds for immediate termination of the Contract.

2.18 Compensation

The Contractor will be paid in accordance with Exhibit B Method of Compensation.

3.0 GENERAL MAINTENANCE OVERVIEW

3.1 Overview

The landscape maintenance work shall consist of providing all labor, materials, equipment and incidentals necessary to perform:

A. Turf Maintenance

1. Main Toll Plazas, CFX Administration & Operations Center, Limited ROW Mowing, Hiawasse Mainline Toll Plaza Solar Array
2. Mechanical or Chemical Edging and Trimming
3. Litter / Debris Removal and Clipping Clean-up

4. Weed Control
 5. Insect and Disease Control
 6. Fertilization
 7. “No-Mow” Buffer Weed and Litter Removal
- B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
1. Pruning
 2. Mechanical or Chemical Weed Control
 3. Litter and Debris Clean-up and Removal
 4. Mulching
 5. Fertilization
 6. Insect and Disease Control
 7. Hand Watering
 8. Tree Staking
 9. Tree Removal
- C. Automatic Irrigation System Maintenance and Manual Irrigation

The areas to be maintained include, but are not limited to:

- A. Toll Facilities (including Parking and Pedestrian Areas)
- B. Medians, Roadsides, and Slopes
- C. Right of Way Locations (other than Roadsides)
- D. Fence Lines
- E. Roadside Paving, Walls, and Guardrails
- F. Magnolia E-Pass Service Center
- G. CFX Administration and Operations Center
- H. Hiawassee Mainline Toll Plaza Solar Array

Landscape material to be maintained in these areas include all turf areas and ornamental trees, shrubs, vines, groundcover plantings, and mulched areas located on CFX property as described in Section 1.0 Project Scope.

3.2 Annual Landscape Maintenance Schedule

Attachment #1 - Annual Landscape Maintenance Schedule outlines landscape and turf maintenance tasks to be performed during the Contract year in accordance with the specifications.

4.0 MAINTENANCE OPERATIONS AND PROCEDURES

4.1 Operation Procedures

4.1.1 Hours of Operation - The Contractor shall perform the maintenance services

outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding CFX holidays (Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive) and unless specified otherwise or directed by the CFX Director of Maintenance.

- 4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall request written approval from the CFX Director of Maintenance 48 hours in advance of the start of the requested work activity. The Contractor shall also provide the CFX Director of Maintenance with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the CFX Director of Maintenance with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Manager does not intend to be on-site. Maintenance personnel found working on CFX property without supervision or without prior notification given to the CFX Director of Maintenance shall be directed to leave the CFX property.
- 4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the CFX Director of Maintenance, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list 3-week maintenance cycle locations, periodic Contract specified maintenance tasks and locations, all chemical applications (fertilizer and pesticide) with anticipated daily application locations, mowing operations locations, and any additional maintenance tasks and applications requested by the CFX Director of Maintenance to be performed during the month. All proposed task and applications and their performance locations are to be listed in a calendar format. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected. The Contractor shall contact the CFX Director of Maintenance via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the CFX Director of Maintenance.
- 4.1.4 Maintenance Activity Documentation - All landscape maintenance activities performed on the CFX system by the Contractor shall be documented daily via an outline of daily work completed. The outline shall be forwarded to the CFX Director of Maintenance via email, in a format acceptable to CFX on the last day of each week. Pesticide Application Records and Daily Application Inspection Reports documenting all chemical applications performed under this Contract during the previous week shall be submitted to the CFX Director of Maintenance on a weekly basis.

- 4.1.5 Action Item Lists - The CFX Director of Maintenance will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the CFX Director of Maintenance, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance tasks or applications, treatments for identified plant problems, requested Work Order/New Construction Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the CFX Director of Maintenance so as not to delay the performance of the listed activities. The CFX Director of Maintenance will forward a list identifying any activities required to be performed by the end of the month at least one week prior.
- 4.1.6 The Contractor shall meet with the CFX Director of Maintenance or representative every two (2) weeks (at minimum) to review the completion of previous work and the proposed schedule of the upcoming maintenance activities. Additional meetings may be scheduled by CFX that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CFX Director of Maintenance or the Contractor. Additional on-site meetings may also be scheduled.
- 4.1.7 The personnel performing the maintenance services outlined within this Scope of Services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms (pants and shirts).
- 4.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all contractor and subcontractor employees shall be provided to CFX prior to beginning work under the Contract. An updated list shall be forwarded to CFX whenever there is a change in the Contractor's personnel working on the CFX system.
- 4.1.9 The Contractor shall designate a Project Manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the CFX Director of Maintenance and the contractor. This individual shall maintain at all times a means of being

contacted by the CFX Director of Maintenance (cell phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the CFX Director of Maintenance of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by the CFX Director of Maintenance.

4.2 Operation Requirements

All vehicles and equipment shall remain clear of all travel lanes at all times when stationary or traveling below posted minimum speeds.

All vehicles and equipment (including trailers, mowers, and "gators") operating on the road shoulders and medians shall be equipped with flashing yellow strobes that is on and visible from behind at all times while stationary or moving below the minimum speed limit.

For all work located, adjacent to the shoulder or within 36 feet of the travel lane, the Contractor and any subcontractors shall comply with the FDOT Standard Plans (Maintenance of Traffic).

Maintenance vehicles and equipment working along CFX road shoulders and medians shall be located out of the 'clear zone' (36' from the travel lane) whenever possible, or behind guardrails or overpass structures. No equipment (trucks, trailers, spray "gators", mowers, etc.) shall be parked in the median. Vehicles are allowed in medians only as necessary to pick up trash, debris, equipment, and personnel.

Contractor and subcontractor personnel shall not perform any U- turns in the median or at toll plazas but shall use interchanges for such purposes. This includes the paved median crossings designated for "Emergency Vehicles Only".

Maintenance vehicles and equipment are prohibited from operating on CFX roadside shoulders or medians during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). The Contractor shall ensure that its personnel schedule and perform daily activities such as roadside shoulders or median litter and debris pick-up and roadside shoulders or median chemical applications within the allowed time frame.

Any equipment left on the CFX right-of-way overnight shall be parked out of the 'clear zone' (36' from the travel lane) and as close as possible to the right-of-way line farthest from the travel-way. Service and supply operations shall be conducted as close to the right-of-way line farthest from the travel-way as possible. No equipment shall be parked in the median overnight regardless of the width of the median.

Maintenance personnel found working on CFX property in violation of the above listed safety requirements, shall be directed to immediately leave CFX property.

Mulch trailers may be located within the CFX right-of-way to supply materials for mulching operations with the following restrictions:

- The Contractor receives approval from the CFX Director of Maintenance for the trailer's location prior to its placement.
- Trailers shall be placed outside of the 'clear zone' (36' from roadway edge).
- Trailers shall not be located in the roadway median.
- Trailers shall be clearly marked with signage displaying the Contractor's company name and contact telephone number (3' x 4' minimum) that is visible from the highway.
- Trailers shall be promptly removed from the CFX right-of-way when empty (within ten (10) calendar days).

Mulch trailers located within the CFX right-of-way which do not adhere to the above listed restrictions will be immediately towed without notice. CFX will not be responsible for any towing or impound fees incurred.

5.0 CHEMICAL APPLICATIONS

- 5.1 The Contractor shall provide a Spray Manager who will be a fulltime employee, other than the Project Manager, to directly supervise all chemical applications. The Spray Manager shall possess the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the CFX Director of Maintenance) shall be promptly re-performed correctly at no additional cost to CFX. CFX may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.
- 5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the CFX system, the Contractor shall submit to the CFX Director of Maintenance for acceptance, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed mixing and application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).

- 5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX Director of Maintenance.
- 5.4 Properly use and dispose of all pesticides, fertilizer, and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 5.5 The Contractor shall complete a daily Pesticide Application Record (provided by the CFX Director of Maintenance) for each location where chemical applications are being performed. The Records must be thoroughly and accurately filled out and signed by the Spray Manager prior to submittal. The Contractor shall submit completed Records to the CFX Director of Maintenance on a weekly basis. Records may be forwarded via email.
- 5.6 Each spray crew shall be under the direct supervision of the Spray Manager. Direct supervision shall consist of, at a minimum, a daily on-site inspection conducted by the Spray Manager of each spray crew's operation during an application. The Spray Manager shall verify that the proper materials are in use, the correct target plant material is being treated, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. The Spray Manager shall prepare, sign, and submit a Daily Application Inspection Report which shall list the date, time, and location of the application inspection. The Inspection Report shall also include the applicator's name, chemical applied, target pests, plants treated, mix and application rates, and verification of possession of product label and MSDS. The Reports, signed by the Spray Manager, shall be submitted weekly with the Pesticide Application Records.
- 5.7 CFX reserves the right to withhold payment for applications performed without the performance of a daily on-site inspection by the Spray Manager and the submittal of the required documentation.
- 5.8 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance. CFX may withhold payment for any application performed without prior notification to the CFX Director of Maintenance.
- 5.9 The Contractor shall perform the pesticide treatments as specified and as directed by the CFX Director of Maintenance as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to

wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.

- 5.10 CFX reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the CFX Director of Maintenance and the spray applicator. Lab results shall be forwarded to Contractor as well as CFX. If the spray mixtures are determined to not meet the application specifications, CFX may require the Contractor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, all at no cost CFX, or elect to withhold payment for the application.

6.0 TURF CARE

6.1 Description

- 6.1.1 Work to be done consists of mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf management areas located within the limits of work at the nine (9) CFX Mainline Toll Plazas within the scope of the Contract, the CFX Administration and Operations Center, the Hiawassee Mainline Toll Plaza Solar Array, and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2). Weed control and litter and debris removal shall also be performed along right-of-way fence lines directly adjacent to Turf Management Areas and in "No-Mow" buffers as delineated in the No-Mow Area Reference Maps (Attachment #3).
- 6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.
- 6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and applications and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 6.1.4 Any additional fungicide, insecticide, or selective herbicide applications to turf management areas maintained under this Contract shall be performed by the Contractor as directed by the CFX Director of Maintenance and shall be paid for out of the Work Order Allowance.
- 6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer

required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at no cost to CFX. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance.

- 6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no cost to CFX.

6.2 Mowing

- 6.2.1 The Contractor shall perform mowing cycles in the turf areas at CFX Mainline Toll Plazas, the CFX Administration and Operations Center, and right of way locations located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2).
- 6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas at the CFX Administration and Operations Center shall be mowed forty (40) times per year. Turf areas at all Mainline Toll Plazas and the right of way locations on S.R. 408 shall be mowed thirty-six (36) times per year. Turf areas at S.R. 417 at the International Dr. area shall be mowed eighteen (18) times per year. Turf areas at the Hiawasse Main Toll Plaza Solar Array shall be mowed twelve (12) times per year. Each mowing cycle in each location shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.
- 6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the CFX Director of Maintenance on the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.
- 6.2.4 Turf areas at the CFX Administration and Operations Center shall be mowed on the Saturday of each week listed in the Annual Landscape Maintenance Schedule (Attachment #1) in order to avoid conflicts with CFX employee parking. Contractor shall provide required supervisory personnel during the mowing operations.
- 6.2.5 Turf areas at the Hiawasse Main Toll Plaza Solar Array shall be mowed monthly as listed in the Annual Landscape Maintenance Schedule (Attachment #1) and will include herbicide spraying of perimeter fence line and at all solar panel array support posts. String trimming / edging equipment is not allowed within the solar panel array enclosure. Disposal of all collected debris is included with each cycle. **Contractor shall provide required supervisory personnel during the mowing operations.**

- 6.2.6 All turf areas are to be mowed to a maximum height of 4" during each cycle, except the Zoysia turf at the CFX Administration and Operations Center, which shall be mowed to a maximum height of 2.5". Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water's edge each mowing cycle.
- 6.2.7 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the CFX Director of Maintenance, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas may be required to be string trimmed by the CFX Director of Maintenance.
- 6.2.8 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.
- 6.2.9 Equipment which damages the pavement, decorative retaining walls, solar panel array support posts, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, solar panel array support post, or turf damaged by the Contractor's personnel/equipment.
- 6.2.10 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the CFX Annual Landscape Maintenance Schedule, are the basis for compensation from CFX. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month's invoice.

6.3 Edging

- 6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps. Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all tree's rings and planting beds, etc., by the use of a mechanical edger. String trimming / edging equipment is not allowed within Hiawassee Main Toll Plaza Solar Array enclosure. Apply herbicide at fence line of Solar Array enclosure and at all solar array support posts. Roadway edging along highway and ramp paving is not required due to safety concerns.
- 6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be completed with each area mowing cycle.

- 6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three-week cycle) if chemical edging is performed.
- 6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.
- 6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).
- 6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the CFX Director of Maintenance), shall be replaced by the Contractor at no cost to CFX.
- 6.3.7 Products containing 'Diquat', 'Imazapyr' or "2-4D" shall not be used anywhere on the CFX system in the performance of this Contract.

6.4 Trimming

- 6.4.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees or other plant material, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed to the same height as adjacent mowed areas. All trimming shall be completed during each area mowing cycle.
- 6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means. String trimming / edging equipment is not allowed within Hiawassee Main Toll Plaza Solar Array enclosure.
- 6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the CFX Director of Maintenance) shall be promptly replaced by the Contractor, at no cost to CFX. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to CFX.

6.5 Litter Removal and Clipping Clean-up

- 6.5.1 The Contractor shall pickup and remove all non-hazardous items and obstacles (litter) within the designated turf management areas, such as wood, vegetation debris, tires, glass, cans, plastic products, paper products and other miscellaneous

debris, etc. shall be collected and removed weekly – fifty-two (52) times per year and twelve (12) times per year at Solar Array enclosure. The Contractor shall remove all litter located in ditches, swales, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas weekly – fifty-two (52) times per year. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further subdivided by the mower prior to each cycle. The turf management areas include 9 CFX Mainline Toll Plazas, the CFX Administration and Operations Center (HQ), Hiawasse Main Toll Plaza Solar Array, and all locations shown as "Limit of Turf Care" in the Turf Management Area Reference Maps (Attachment 2). All costs of pickup and removal of litter and debris shall be included in the Contract amount.

- 6.5.2 All collected litter shall be removed daily. No collected litter shall be left on the property overnight.
- 6.5.3 All sidewalks, roadways, parking lots, shoulders, fence lines, concrete swales or other structures located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2) shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.
- 6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the CFX Director of Maintenance, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to CFX. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.
- 6.5.5 If excessive quantities of grass clippings (as determined by the CFX Director of Maintenance) remain on turf areas directly adjacent to the CFX Administration and Operations Center or any Mainline Toll Plaza buildings, parking lots islands, or entryways following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

6.6 Weed Control

- 6.6.1 Contractor shall eliminate/kill/remove undesirable weed and brush growth in all paving joints in asphalt and concrete, sidewalks, parking lots, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends located within or directly adjacent to Turf Management Areas during each mowing cycle. Also eliminate/kill/remove undesirable weed and brush

growth inside walled enclosures at the CFX Administration and Operations Center. Treat weed and brush growth by applying a 2.0% solution of Glyphos Pro – 2.0 gallons of Glyphos Pro in 100 gallons of water. Dead material is to be removed. It is the intent of this activity to make the areas noted above weed free at all times.

- 6.6.2 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Celsius’ as necessary to control broadleaf and grassy weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain weed free turf.
- 6.6.3 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Certainty’ as necessary to control sedge weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain sedge free turf.
- 6.6.4 Zoysia turf at the CFX Administration and Operations Center – Perform one blanket application in March to all turf areas of pre-emergent herbicide ‘Pennant’ to prevent weed growth. Ensure that irrigation system is run on the same day following the completion of the application.
- 6.6.5 Zoysia turf at the CFX Administration and Operations Center – Perform one blanket application in October to all turf areas of pre-emergent herbicide ‘Gallery SC’ to prevent weed growth. Ensure that irrigation system is run on the same day following the completion of the application.
- 6.6.6 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (5.0 - Chemical Applications).

6.7 Fertilization

- 6.7.1 The turf fertilizer 16-0-8 and the turf fertilizer 28-0-10 (manufactured by Harrell’s) shall be applied as described below. All turf fertilizer shall be applied (full coverage) according to manufacturer’s instructions at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only. Apply turf fertilizer with rotary broadcast spreaders and overlap consistently for uniform coverage. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.
- 6.7.2 The Contractor shall comply with and adhere to all local and state application codes. Any conflicts with the specifications of the fertilizer applications and the local and state application codes shall be brought to the attention of the CFX Director of Maintenance prior to performance of the work.
- 6.7.3 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:

- 16% total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
- 0% phosphorus (P₂O₅).
- 8% soluble potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)
- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas at SR 408 - Conway Road on and off ramps, Lake Underhill Drive raised planters, and at SR 417 – International Drive as delineated in the Turf Management Area Reference Maps (Attachment #2) one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the CFX Director of Maintenance.

6.7.4 The Contractor shall provide the turf fertilizer, 28-0-10 Polyon Fertilizer 9-month turf blend - produced by Harrell's, containing the following:

- 28 % total urea nitrogen and 22.4% slow release nitrogen derived from polymer coated urea
- 0% available phosphorus (P₂O₅).
- 10% soluble potash (K₂O)

The fertilizer shall include the following minimum percentages of micronutrients:

- 0.477 % Water soluble magnesium (Mg)
- 1.935 % Iron (Fe)
- 0.557 % Manganese (Mn)

Derived from: muriate of potash, polymer coated urea, sulfate of potash-magnesia, iron sulfate, manganese sulfate.

Apply fertilizer to Zoysia and Bahia turf at the CFX Administration and Operations Center two (2) times per year (February, October) at a rate of 10.7 pounds per 1,000 square feet of turf area, unless otherwise directed by the CFX Director of Maintenance.

- 6.7.5 CFX reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
 - 6.7.6 Prior to the beginning of each application cycle, the Contractor shall submit an actual certified fertilizer label, legible with the guaranteed analysis for approval to the CFX Director of Maintenance.
 - 6.7.7 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and toll plaza driveways.
 - 6.7.8 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide a sample individual bag tag, as well as product purchase and delivery receipts to CFX Director of Maintenance to verify weight and content. A listing of bag usage applied per area shall be documented using the daily Pesticide Application Record. The Record along with the Spray Manager's Inspection Report shall be forwarded to the CFX Director of Maintenance.
 - 6.7.9 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.
- 6.8 Insect and Disease Control
- 6.8.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the CFX Director of Maintenance for proper control. Contractor shall note all treatment applications on daily Pesticide Application Record forms submitted to the CFX Director of Maintenance on a weekly basis.
 - 6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot - treated with 'Advion' insecticide whenever mounds are observed. Applications shall be performed during each 3-week maintenance cycle. 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.

- 6.8.3 Zoysia turf at the CFX Administration and Operations Center – Perform two (2) blanket applications (March and August) of ‘Advion’ granular insecticide to control fire ants, mole crickets, etc. Apply ‘Advion ’e’ at a rate of 2 lbs. / 1,000 square feet of turf. Remove any excess product from adjacent paved areas. Water in application upon completion.
- 6.8.4 Zoysia turf at the CFX Administration and Operations Center – Perform three (3) blanket applications (March, November, or as directed by the CFX Director of Maintenance) alternating between Cleary’s 3336 (2x – March at 14-day interval) and Heritage (1x –November) fungicides. Apply Cleary’s 3336 at 4.0 oz / 1,000 square feet of turf and apply Heritage at 0.4 oz / 1,000 square feet of turf.
- 6.8.5 Nematode and other insect infestations shall be immediately reported to the CFX Director of Maintenance who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the CFX Director of Maintenance. Payment for ‘as directed’ treatments will be from the Work Order/New Construction Allowance.

7.0 SHRUBS/VINES/GROUND COVER CARE

7.1 Description

- 7.1.1 The work consists of providing all labor, materials, equipment and incidentals necessary to perform the landscape maintenance of ornamental shrubs, vines, groundcovers, and mulched areas at nine (9) CFX toll facilities included within the scope of the Contract, the Magnolia E-Pass Service Center, 525 South Magnolia Ave., the CFX Administration and Operations Center, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas located within the project limits on the CFX system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three-week detailing cycles include pruning, grassy and broadleaf weed control, removal of damaged / diseased / dead plant material, litter and debris removal, supplemental watering, mulching, raised planter wall gutter cleaning and sign clearing. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the CFX Director of Maintenance.
- 7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, the Magnolia E-

Pass Center, the CFX Administration and Operations Center, and along all roadways within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1) unless directed otherwise by the CFX Director of Maintenance. Additional 'as directed' applications shall be performed as described herein when directed by the CFX Director of Maintenance.

- 7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at no cost to CFX. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance.
- 7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the CFX Director of Maintenance) shall be replaced and established to CFX satisfaction by the Contractor, at no cost to CFX.

7.2 Pruning

- 7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material (including dead seed heads and leaf blades in African iris plantings and dead sections of dune sunflower plantings); to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of all ornamental shrubs shall also be performed during each 3-week detailing cycle, as necessary to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned branches. The use of gas-powered shears shall be limited to the annual pruning cycle and allowed "hedge shearing" as described below.
- 7.2.2 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as "hedge shearing" unless directed by the CFX Director of Maintenance. Hedge shearing shall be performed at Mainline Toll Plazas, limited areas at ramp toll booths, Magnolia E-Pass Service Center, and the CFX Administration and Operations Center as directed by the CFX Director of Maintenance. Hedge shearing of shrubs at Main Toll Plazas, Magnolia E-Pass Service Center, and the CFX Administration and Operations Center such as Viburnum sp., Indian Hawthorn, Confederate and Asiatic Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat

appearance, create separation between plants, and to provide a clear view of the toll lanes from inside the toll plaza building. Hedge sheering shall be performed during each 3-week cycle to Confederate Jasmine plantings not located at Main Toll Plazas to maintain a neat appearance, keep the plant height to 18" maximum, and to keep vegetation off of adjacent walls, curbs, gutters, fences and adjacent plant material. Desirable Confederate Jasmine growth on some Right of Way fence lines, as determined by the CFX Director of Maintenance, shall only have dead material and weed growth removed.

- 7.2.3 Sand Cord Grass, Vetiver Grass, and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in November and to be completed by the end of December. Fakahatchee Grass shall be pruned a second time during each year to a uniform height of 18" as directed by the CFX Director of Maintenance. Dwarf Fakahatchee grass and Gulf Muhly grass shall not be pruned. Pampas Grass plantings shall not receive a severe annual pruning but shall have dead leaf blades and bloom stalks carefully removed as directed by the CFX Director of Maintenance. All clippings from pruned ornamental grasses shall be removed from the planting beds and properly disposed of off-site.
- 7.2.4 Ornamental grasses located at S.R. 417 - International Drive landscape improvements (including but not limited to, Dwarf Reed Grass, Becca Grass, Tasred Flax Lily, Breeze Grass, Nafray Fountain Grass, Bamboo Grass) shall be pruned beginning in November and to be completed by the end of December. Pruning heights for the various grass species vary between 18" and 24" and shall be as directed by the CFX Director of Maintenance.
- 7.2.5 All oleander plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36"- 48" height (2"-3" above the previous year's pruning height if possible) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the CFX Director of Maintenance. Dwarf oleander plantings shall not be pruned unless otherwise directed by the CFX Director of Maintenance. Contractor shall have initial pruning heights approved by the CFX Director of Maintenance prior to proceeding with entire pruning effort. Areas pruned to incorrect heights prior to approval shall be re-pruned at no additional cost to CFX.
- 7.2.6 All eleagnus plantings shall be severely pruned once every year in March to approximately 48" height at roadside locations and only the vertical face of plantings shall be pruned at right of way fence line locations to contain the plantings within the bed area.
- 7.2.7 All Plumbago, Dune Sunflower, Firecracker Plant, and Lantana plantings shall be severely pruned once every year to approximately 12" height or as directed by the CFX Director of Maintenance, beginning in March and to be completed by the end of April.

- 7.2.8 During each three-week maintenance cycle, all Dune Sunflower plantings shall have all dead material carefully pruned out of the beds taking care not to disturb the remaining root material.
- 7.2.9 All Confederate Jasmine and Asiatic Jasmine plantings shall be tipped pruned / hedge sheered to approximately 12” - 18” height or as directed by the CFX Director of Maintenance, during each three-week maintenance cycle. Pruning shall also be performed to keep vegetation off of adjacent walls, signs, structures, fences, and adjacent plant material.
- 7.2.10 All Fire Bush, Texas Sage, Primrose Jasmine, and Bauhinia plantings shall be severely pruned to 30” height or as directed by the CFX Director of Maintenance, once every year during April.
- 7.2.11 All Bougainvillea plantings shall be severely pruned to approximately 24” height or as directed by the CFX Director of Maintenance, two times a year in May and September.
- 7.2.12 All Perennial Peanut shall be pruned / mowed to approximately 6” height or as directed by the CFX Director of Maintenance, four times a year in March, June, August, and November.
- 7.2.13 All Saw Palmetto shall be pruned at right-of-way fence line locations to contain the plantings within the bed area.
- 7.2.14 All other shrub and ground cover plant material located directly adjacent to Right of Way fence lines shall be pruned as necessary to prevent plant material from extending through the fence fabric.
- 7.2.15 All plant material located within the raised median planter on S.R. 408 shall be pruned during each 3-week detailing cycle, as specified herein, and as directed by the CFX Director of Maintenance to keep vegetation contained within the inside edge of the planter walls and not extending over the planting walls into the adjacent median shoulder “clear zone”. Agave and Yucca plantings shall have “leaves” that extend over planter wall pruned at plant base only, not “tip pruned”. Agave and Yucca bloom stalks shall be removed as directed by CFX Director of Maintenance. Declining Agave and Yucca plants shall be removed following bloom as directed by the CFX Director of Maintenance. Agave and Yucca “pups” shall be thinned, removed, or remain as directed by the CFX Director of Maintenance following bloom.
- 7.2.16 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.

- 7.2.17 During each 3-week detailing cycle, and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Repair of damaged areas such as re-grading and replanting shall be paid for from the Work Order Allowance. Cleanup activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of the Work Order Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.
- 7.2.18 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage at ramp interchanges, interfering with various site elements, traffic control/information signs, mileage markers, Wrong Way warning signs, etc., as well as to keep vegetation from extending over planter walls, guardrails and sound walls. Contractor shall continuously monitor and maintain 500 feet of clear visibility distance (from outside “slow” lane) to all roadside signage.

7.3 Weed Control

- 7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Weed control in planting beds and tree rings by mechanical means such as string trimmers / weed eaters is strictly prohibited. Thorough weeding of all planting beds, mulched areas, and tree rings in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds, mulched areas, and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.
- 7.3.2 The Contractor shall also continuously maintain all roadway and sidewalk paving areas directly adjacent to any mulched areas free of weeds by hand pulling or by chemical means. This includes roadside paving areas in front of guardrails that are adjacent to planted and/or mulched areas maintained under this Contract. Weeds shall be controlled to the edge of asphalt paving along roadways. The work shall be performed in conjunction with and as specified above in specification 7.3.1
- 7.3.3 2.0% solution of Glyphos Pro (2.0 gallons of Glyphos Pro in 100 gallons of water) (or approved equal) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. Remaining visible weed growth, killed by herbicide application, shall be removed and disposed of off-site.
- 7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds with a 2.0% solution of Glyphos Pro (or approved equal) along all fence lines, including

right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles. Fence lines that are separated from adjacent planting beds by turf areas maintained by others are not required to be treated.

- 7.3.5 During each 3-week maintenance cycle the Contractor shall control all weeds with a 2.0% solution of Glyphos Pro (or approved equal) located within the asphalt or concrete paving adjacent to any roadside ornamental planting bed or turf management areas maintained under this Contract. This includes any paving, wall, or guardrail locations where planting beds / mulched areas are directly next to these structures and not separated by any turf area maintained by others. All dead weed material shall be removed during the following maintenance cycle.
- 7.3.6 The post-emergence herbicides "Certainty" or an approved equal may be sprayed "over the top" of non-grassy ornamentals for the selective control of actively growing grassy weeds. "Certainty" shall not be used on Sand Cord Grass, Gulf Muhly Grass, Fakahatchee Grass, or other ornamental grass plantings. Follow label rates and instructions for the use of selective herbicide applications. Any plant material damaged by the application of selective herbicides shall be replaced by the Contractor as directed by the CFX Director of Maintenance at no additional cost to CFX. The Contractor perform two (2) blanket applications of a combination of Gallery 75DF and Pennant Magnum pre-emergence herbicides twice (2x) a year; mid-January to mid-February and May to control weed seed germination in all planting beds, mulched areas, and tree rings. Apply Gallery 75DF at a mixing rate of 16 ounces / 100 gallons of water and Cleary's Pennant Magnum at a mixing rate of 32 fluid ounces / 100 gallons of water. The application shall be performed at a rate of 2.3 gallons of mixture / 1,000 sf of planting area (100 gallons of mixture / acre). The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Avoid contact of the pre-emergence herbicide spray mixture with concrete paving, stone, wood or other porous surfaces to avoid staining.
- 7.3.7 Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the herbicide application activities to the CFX Director of Maintenance. Reports to be submitted via email on a weekly basis. (See section 5.0 - Chemical Applications).

7.4 Litter and Debris Removal

- 7.4.1 The Contractor shall be responsible for the pickup and removal of all non-hazardous items and continuously maintain all planting and mulched areas, No-Mow Areas, adjacent pond or ditch edges, and limited paving and other 'hardscape'

areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than 10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all Main Toll Plazas within the scope of the Contract, the CFX Administration and Operations Center, the Magnolia E-Pass Service Center, and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.

- 7.4.2 Thorough removal of all litter and debris from all planting and mulched areas (and limited paving areas) shall be performed during each 3-week detailing cycle (with additional cycles performed as directed). All planting beds and tree rings, from right of way fence to right of way fence, within the project limits shall be free of all litter and debris. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, boots, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.
- 7.4.3 Removal of litter and debris shall be performed once (1) a week at all S.R. 408 roadside planting beds inside of the sound walls and at all ramp locations down to surface streets from Clark Rd and Old Winter Garden Rd overpass to 1,400 ft. north of SR 50 to Challenger Parkway.
- 7.4.4 Removal of litter and debris shall be performed five (5) days a week within limits of the CFX Administration and Operations Center property as listed in the Annual Landscape Maintenance Schedule (Attachment #1). The Contractor shall be responsible for blowing of all paved areas, raking of turf areas, and providing manual labor as necessary to collect, pickup and remove all litter, magnolia leaves, fronds, displaced bark mulch, and debris. The work is to be performed and completed in the early morning (prior to 8:00 am). Building entry areas shall be treated first to minimize disruptions to CFX employees arriving to work. Magnolia leaves shall be collected and removed from Asiatic jasmine beds during each cycle. Weekly cycles shall be scheduled so that they are performed on the morning of each of the monthly CFX Board Meetings. An annual schedule of the meeting dates shall be provided by the CFX Director of Maintenance.
- 7.4.5 Removal of litter and debris shall be performed once (1) a week at all Main Toll Plazas within the scope of the Contract
- 7.4.6 All collected litter shall be removed daily. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

7.5 Mulching

- 7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at

ornamental planting beds, tree rings, and base of raised planter walls each year beginning in May and completing the application by the end of July, or as directed by the CFX Director of Maintenance. "No-mow" buffer plantings shall not be mulched. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.

- 7.5.2 The Contractor shall furnish and apply pine straw mulch for a second annual "limited" application at ornamental planting beds, tree rings, and base of the raised planter walls along S.R. 408 "Urban Corridor" - along Anderson Ave. and South St. from Delaney Ave. to Lake Underhill Rd. and along Lake Underhill Rd. from Conway Rd. to Goldenrod Rd. to be performed during the month of November, or as directed by the CFX Director of Maintenance.
- 7.5.3 The pine bark mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the ornamental planting areas and individual tree rings at all Mainline Toll Plazas and ramp toll booths within the scope of the Contract, the CFX Administration and Operations Center, Magnolia E-Pass Service Center and the S.R. 408 raised median planter each year beginning in May and completing in July. The limits of bark mulch applications at main toll plazas and toll booths shall match previous applications. At toll booth locations where, previous applications are not evident, limit the bark mulch to 150' along the ramp in both directions from the toll booth structure, or apply as directed by the CFX Director of Maintenance. If existing bark mulch depth is sufficient in some areas, only a top dressing is required. The Contractor shall submit a representative sample of the bark mulch to the CFX Director of Maintenance for approval prior to performing the work.
- 7.5.4 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas, non-planted mulch areas, and individual tree rings located within the Contract limits (excluding No-Mow area plantings) that did not receive pine bark mulch and as directed by the CFX Director of Maintenance.
- 7.5.5 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.
- 7.5.6 The Contractor shall submit a request for approval to the CFX Director of Maintenance prior to placing mulch supply trailers on CFX property.
- 7.5.7 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.

7.6 Fertilization

7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-0-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-0-13, containing the following:

- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
- 0% phosphorus.
- 13% potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 2.00 % Water soluble magnesium (Mg)
- 0.19 % Manganese (Mn)
- 0.06 % Copper (Cu)
- 3.00 % Iron (Fe)
- 0.06 % Zinc (Zn)
- 0.02 % Boron (B)
- 7.44 % Sulfur (f)
- 0.0005 % Molybdenum (Mo)
- 4.0 % Calcium (Ca)

7.6.2 Fertilizer shall be applied to all planting areas and tree rings (including all trees in No-Mow areas - except pines) three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed / tree ring or 327 lbs./acre, unless directed otherwise by the CFX Director of Maintenance. Fertilizer may be applied by hand or by a mechanical spreader (approved by the CFX Director of Maintenance) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.

7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the

product label (as determined by the CFX Director of Maintenance), the entire shipment may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the CFX Director of Maintenance for filing.

- 7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.
- 7.6.5 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, parking lots, and roadways.
- 7.6.6 If fertilizer is delivered in bulk, submit to the CFX Director of Maintenance documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide a sample bag tag and all product purchase and delivery receipts to CFX Director of Maintenance to verify weight and content.
- 7.6.7 Daily Pesticide Application Records listing the fertilizer applied, rate of application, amount of fertilizer applied, and location of application shall be submitted to the CFX Director of Maintenance on a weekly basis.

7.7 Insect and Disease Control

- 7.7.1 Insect and Disease Control activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). All landscape areas shall be continuously monitored (scouted) for infestations of insects, (aphids, mites, thrips, caterpillars, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify the CFX Director of Maintenance of discovered infestations/diseases identified that are not included in the preventative applications included in the Contract. The contractor shall submit proposed treatment for review and acceptance by CFX Director of Maintenance. Upon acceptance by the CFX Director of Maintenance, the Contractor shall perform the treatment within one week of notification or shall inform the CFX Director of Maintenance within three days of notification of a proposed later application date. The CFX Director of Maintenance shall determine if the application should take precedence over the performance of other scheduled tasks. Any treatments requiring multiple applications shall be performed at the intervals specified.
- 7.7.2 Applications that have been accepted to control identified infestations of insects and plant diseases which threaten the health and vigor of existing plant material (other than the preventative applications included in the contract) shall be performed as directed by the CFX Director of Maintenance as part of this Contract. Payment for applications will be made from the Work Order/New Construction Allowance.

- 7.7.3 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications shall be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance.
- 7.7.4 All over spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 7.7.5 All fire ant mounds located in planting areas or on paving areas directly adjacent to planting areas are to be spot- treated with ‘Advion’ (or approved equal) granular insecticide whenever mounds are observed. Applications shall be performed, at minimum, during each three (3) week maintenance cycle (17 cycles / year). Previously treated, non-active mounds shall be knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.
- 7.7.6 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.
- 7.7.7 The following insecticide and fungicide applications shall be performed by the Contractor, as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1).:
- Cord grass, Fakahatchee grass, Dwarf Fakahatchee grass, Vetiver grass, Gulf Muhly grass – Perform one (1) drench spray application (February/March) (following the completion of the annual Cordgrass, Fakahatchee, Vetiver grass pruning) with” Ardent” to control scale.
 - Fakahatchee grass, Vetiver grass - Perform one (1) drench applications with Triple Crown (2x at 7-day interval) or approved equal, following 2nd late season (July/August) pruning to control Scale and Mite damage. Grasses in entire planting bed (not just damaged plantings) (or as directed by the CFX Director of Maintenance) are to first be pruned to 18” height. Apply Triple Crown directly into pruned plant crown to thoroughly coat all leaf blade surfaces. Apply Triple Crown to dwarf Fakahatchee grass, as well (do not prune dwarf Fakahatchee grass).
- 7.7.8 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein, as listed in the Annual Maintenance Schedule (Attachment #1), and as directed by the CFX Director of Maintenance.:

- Oleanders, Fire Bush and Plumbago – Perform two (2) foliar applications with “Triple Crown” April, July or as directed by the CFX Director of Maintenance to control caterpillars and aphids.

7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed by CFX Director of Maintenance.

7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor’s expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor’s monthly compensation.

7.8 Hand Watering

7.8.1 If determined necessary for the survival of existing plant material during periods of severe drought or to establish replacement plant material, the Contractor shall promptly provide hand watering, as directed by the CFX Director of Maintenance, for all plant material not fully covered by irrigation. Hand watering shall be paid for out of the Work Order/New Construction Allowance at an agreed unit price per 2,000 gallons.

7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be provided by and be the responsibility of the Contractor.

7.8.3 Water trucks shall be provided by the Contractor as directed by the CFX Director of Maintenance. Water trucks shall be equipped with a rear mounted arrow board that adheres to current MUTCD standards while operating on roadsides. A safety vehicle shall be provided by the Contractor and shall follow the water truck as it enters and leaves the shoulder locations, as well as during the water application within the shoulder locations. All operational procedures are subject to review and approval of the CFX Director of Maintenance.

7.8.4 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the CFX Director of Maintenance and request approval to begin hand watering. The Contractor shall perform hand watering of plant material as directed by the CFX Director of Maintenance.

8.0 TREE CARE

8.1 Description

- 8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, staking, fertilizer application, insect and disease control, and tree removal at all existing ornamental (non- natural area) trees (including No-Mow areas) located at all CFX toll facilities, the Magnolia E-Pass Service Center, the CFX Administration and Operations Center, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas (including No-Mow areas) located on the CFX system within the project scope shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Tree care activities (pruning, weeding, litter and debris removal, staking, and removal of dead small caliper trees) shall be performed as necessary every three (3) weeks in conjunction with the ornamental planting areas detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.
- 8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified tree care tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to CFX.

8.2 Pruning

- 8.2.1 Pruning in general shall consist of the removal of dead, broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the CFX employees and customers by removing obstructions of roadway signage, ITS devices, roadway and toll plaza lighting; to provide clear views at pedestrian crossings and ramp interchanges; to provide clearance for mowing activities; to remove all dead/diseased/damaged wood and promote intended growth patterns and maximize aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in diameter and shall be performed throughout the year during the three-week detailing cycles. Class II pruning shall be performed once a year as directed by the

CFX Director of Maintenance. Class II pruning shall mean pruning of all limbs and branches between 1 ½” and 2” in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the CFX Director of Maintenance for aesthetic reasons shall be paid for out of the Work Order/New Construction Allowance.

- 8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- 8.2.3 The Contractor shall remove all sucker growth from the base of all ornamental trees (including “No-Mow” buffers) during each 3-week maintenance cycle.
- 8.2.4 During each 3-week cycle and / or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches, palm fronds, and vegetation overhanging and / or coming in contact with the building and roadway structures (i.e. main toll plazas, toll booths, roadway signage structures, ITS devices, bridges, sound walls, guardrails, etc.).
- 8.2.5 The Contractor shall immediately remove any limbs, which, in the opinion of the CFX Director of Maintenance pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to CFX.
- 8.2.6 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged / downed by storms, traffic accidents, etc.
- 8.2.7 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Contractor shall continuously monitor and maintain 500’ clear visibility distance (from outside “slow” lane) to all roadside signage.
- 8.2.8 The Contractor shall discuss pruning technique and methodology with and receive authorization from the CFX Director of Maintenance prior to proceeding with pruning of following items:
 - Oaks - Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The canopy of Oak trees shall not be lifted more than 8’ from the ground at main toll plazas, ramps, and the CFX Administration and Operations

Center parking / paved areas and in all turf areas to facilitate mowing operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.

- Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the CFX Director of Maintenance, to maintain a round head. Initial pruning each year shall be directly supervised by the CFX Director of Maintenance to ensure proper techniques are used throughout the system. All annual Crape Myrtle pruning is to be completed by the end of February as directed by the CFX Director of Maintenance. Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.
- Ligustrum – All Ligustrum trees shall be hand clipped as necessary to maintain an 18” clearance from adjacent structures, to maintain a 7’-0” vertical clearance over pedestrian walkways, and to maintain a mushroom shaped form as directed by the CFX Director of Maintenance. Hand clipping also shall be performed to remove sucker growth during each three-week maintenance cycle.
- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained unless additional removal is directed by the CFX Director of Maintenance. Do not lift more than 2’ above finish grade unless necessary to create separation between lower foliage and exiting shrubs.
- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter two (2x) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite, along with boots and debris, when they fall from the tree. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance.
- Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown two (2x) times per year in January and July from of all Pindo palms as directed by the CFX Director of Maintenance. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.
- Washingtonia Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all Washingtonia palms located at the CFX Administration and Operations

Center two (2) times per year in January, and July., Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.

- Medjool Palms - The Contractor shall remove seed heads and dead fronds once per year in May from all Medjool palms located at the CFX Administration and Operations Center, as directed by the CFX Director of Maintenance. The work shall be performed using a hydraulic lift and hand saw. Hand saw to be carefully cleaned and washed with a bleach solution or approved equal upon completion of one tree pruning and before beginning the pruning of another palm in order to prevent the spread of disease. Care shall be taken not to injure the head or trunk of the palm with equipment or falling debris. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.
- Cypress, Maples, Sycamores, Bay Trees, Drake Elms – Prune only as directed by the CFX Director of Maintenance. All sucker growth is to be removed during each three-week maintenance cycle.

8.2.9 Contractor shall prune all ornamental trees not listed above once (1) yearly during late winter/early spring (late February - March) or as directed by the CFX Director of Maintenance.

8.3 Weed Control

Contractor shall perform weed removal from all tree rings within the project limits (excluding No-Mow area plantings) during each three-week cycle.

8.4 Litter and Debris Removal

Contractor shall perform litter and debris removal from all tree rings within the project limits (including No-Mow area plantings) during each three-week cycle.

8.5 Mulching

Contractor shall maintain 60” minimum diameter mulched tree rings at all trees located in turf areas within the project limits (excluding No-Mow area plantings) or as directed by the CFX Director of Maintenance. See section 7.5 above for specifications regarding mulch type, depth, and installation/maintenance requirements.

8.6 Fertilization

8.6.1 Contractor shall fertilize all ornamental trees located within the project limits (including No-Mow area plantings), except pines, with 13-0-13 as per the specifications.

8.7 Insect and Disease Control

8.7.1 All landscape areas within the project limits shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify CFX Director of Maintenance of discovered infestations/diseases and request directions for proper treatment. Once given direction from the CFX Director of Maintenance, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the application activities report to the CFX Director of Maintenance on a weekly basis.

- Palm Trees - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the CFX Director of Maintenance, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order/New Construction Allowance.

8.7.2 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense.

8.8 Hand Watering

Contractor shall perform hand watering at any trees located within the project limits as directed by the CFX Director of Maintenance and as per the specifications.

8.9 Staking

8.9.1 The Contractor shall ensure trees are maintained in a straight and plumb position (including No-Mow area plantings), Tree staking inspection and correction shall occur during each three-week maintenance cycle.

8.9.2 Contractor shall provide, install and maintain staking / guying material as necessary to secure trees in straight and plumb position.

8.9.3 The Contractor shall use only staking and guying material shall be approved by the CFX Director of Maintenance prior to use. The Contractor shall install all staking / guying material in a manner that does not damage the tree.

8.9.4 Remove staking / guying material only as directed by the CFX Director of Maintenance.

8.10 Tree Removal

- 8.10.1 Contractor shall be required to remove any tree, as directed by the CFX Director of Maintenance within the project limits. Payment from tree removal and disposal for trees larger than 3" caliper will be made from the Work Order/New Construction Allowance. Smaller caliper trees, 3" or less, which can be cut at ground level, shall be removed (as directed by the CFX Director of Maintenance) at no additional cost to the CFX.
- 8.10.2 The removal of trees shall be performed so as not to damage adjacent healthy trees and shall be accomplished by removing and lowering to the ground suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground. The main trunk shall be sawed at or below the ground surface.
- 8.10.3 Before making any cuts, suitable ropes, slings, guide lines, and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section. All safety precautions must be observed to avoid injury.
- 8.10.4 No limb or section of a tree shall be left in place after the first cut has been made for its removal.
- 8.10.5 Stumps shall not be left on-site. Contractor shall grind large hardwood stumps to level of finish grade as directed by CFX Director of Maintenance. Stump grinding and removal shall be paid for from the Work Order/New Construction Allowance.
- 8.10.6 Palm trees determined to be infected with Ganoderma Zonatum 'Butt Rot' shall be entirely removed, including stump and root mass, and shall be immediately and properly disposed of off-site. Stump grinding of palms with Ganoderma Zonatum is strictly prohibited. Palm removal shall be paid for from the Work Order/New Construction Allowance.
- 8.10.7 All underbrush, shrubs, and trees removed shall be immediately and properly disposed of off-site.
- 8.10.8 Contractor shall provide, install, and compact to level grade a sufficient quantity of accepted fill soil as necessary to re-establish original grade.

9.0 NO-MOW AREAS

- 9.1 No-Mow Areas are described as specific locations on the CFX system within the project limits where trees (pines, oaks, maples, and cypress) and large shrubs (wax myrtles, Viburnum obovatum, fire bush, saw palmetto, etc.) are planted closely together creating visual barriers (buffers) to on-site and off-site views. The existing Bahia turf between the trees is left un-mowed, creating a naturalistic appearance. No-Mow area limits-of-work

extend 36” into adjacent turf areas from the outermost tree trunk or understory shrub edge in the planting. All No-Mow areas to be maintained under this Contract are delineated in the No-Mow Area Reference Maps (Attachment #3).

- 9.2 All No-Mow areas shall be maintained during each three-week detailing cycle in terms of litter and debris removal and pruning and removal of dead plant material as described in Shrubs/Vines/ Groundcover Care scope and in terms of tree pruning and staking in the Tree Care scope. Weed removal “cleaning” shall occur three (3) times a year as described below.
- 9.3 The Contractor shall be responsible for the complete removal of all noxious weeds (e.g., dog fennel, ragweed, Spanish needle, guinea grass, primrose willow, etc.) and all climbing vines three (3) times a year (April, July, and October) from each No-Mow area location within the project limits. Each “cleaning” cycle shall be completed in its entirety at all No-Mow areas within sixty (60) days.
- 9.4 The removal of all weeds shall be performed in a manner that will not be detrimental to any surrounding desirable vegetation (Bahia turf, Slash Pines, Oaks, saw palmetto, etc.) Hand pulling and removal of weed growth is recommended. The use of pre- or post-emergence herbicides is prohibited within the No-Mow area limits. String trimming is prohibited within the No-Mow area limits.
- 9.5 All debris generated from the cleaning of each No-Mow area shall be collected and removed from the site. Debris shall be allowed to be left onsite for no more than two days before it shall be collected and removed. No collected debris shall be left on the project property over the weekend.
- 9.6 Any re-performance of weed removal, (or other specified maintenance task) required due to Contractor negligence or incomplete performance (as determined by the CFX Director of Maintenance) shall be provided at the Contractor’s expense. Any turf or plant material damaged due to improper maintenance activities (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no additional cost to CFX.

10.0 IRRIGATION SYSTEMS

10.1 General Requirements

- 10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Mainline Toll Plazas within the project scope, CFX Administration and Operations Center, and the Magnolia E-Pass Service Center within the project limits to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor. Mainline Toll Plazas with irrigation systems to be maintained under this contract include the Hiawasse MTP, Pine Hills MTP, Conway West MTP, Conway East MTP, and Dean MTP on S.R. 408; and the John Young MTP, Boggy Creek MTP, Curry Ford MTP, and the University MTP on S.R. 417.

- 10.1.2 The Contractor shall assign a specific individual to be the project Irrigation Manager, as stated in section 2.3 - Contractor's Personnel, Subcontractors and Sub-consultants. The Irrigation Manager will be the CFX Director of Maintenance's point of contact regarding all CFX irrigation system issues. The Irrigation Manager shall perform / review all inspections and schedule and over-see all necessary repairs, upgrades, adjustments, etc. to all CFX irrigation systems as necessary or as directed by the CFX Director of Maintenance.
- 10.1.3 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order/New Construction Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.
- 10.1.4 Each automatic irrigation system shall be programmed, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.
- 10.1.4.1 All irrigation systems shall run between 12:00 a.m. and 6:00 a.m. at all Mainline Toll Plazas and between 7:00 p.m. and 6:00 a.m. at the CFX Administration and Operations Center and the Magnolia E-Pass Center in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the CFX Director of Maintenance.
- 10.1.4.2 Any modifications to the irrigation systems shall be submitted to the CFX Director of Maintenance in writing for approval. If the original request is not satisfactory to the CFX Director of Maintenance an alternate plan may be requested. The Contractor shall submit detailed "as-built" record drawings to the CFX Director of Maintenance within thirty (30) days after work is completed.
- 10.1.5 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment. All parts are subject to approval by the CFX Director of Maintenance prior to installation.
- 10.1.6 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the CFX Director of Maintenance prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.
- 10.1.7 The Contractor shall guarantee for the entire length of the Contract term, the workmanship of a repair. In the event the repair fails within the guarantee period

and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to CFX.

10.2 Monitoring/Adjustments

10.2.1 The Contractor shall inspect the entire operation of each system at all Mainline Toll Plazas within the project scope and perform any maintenance required to keep system fully operational no less than once each month. The Contractor shall also inspect the irrigation system at CFX Administration and Operations Center and the Magnolia E-Pass Service Center no less than once each week throughout the year and perform any maintenance required to keep system fully operational and perform any adjustments to the system or timer to ensure optimum turf health in response to weather conditions. A written Monthly Inspection Report shall be forwarded to the CFX Director of Maintenance once each month. Contractor shall submit report format to the CFX Director of Maintenance for approval. During each inspection, the Contractor shall perform the following:

- Activate each zone of the existing system.
- Visually inspect the operation of all spray heads and check for, report, and immediately repair any damaged heads or ones needing repair.
- Immediately adjust any heads as necessary to ensure that overspray is not occurring on buildings, walkways, roadways or any other structures.
- Ensure the proper operation of all spray heads and that coverage to target planting areas is sufficient for proper healthy landscape growing conditions.
- Spot check the proper function of drip irrigation lines in each zone by excavating varying sections of the line. Re-bury exposed sections following inspection.
- The flush valve on the end of drip irrigation lines in each zone shall be opened and the line flushed for a minimum of one minute or longer as necessary until the water flows clear from the valve.
- Adjust the zone run times and number of watering days as necessary in response to current weather conditions to ensure optimal moisture is provided for proper healthy landscape growing conditions.

10.2.2 The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.

10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required for proper coverage, when detected by the Contractor or as directed by the CFX Director of Maintenance.

10.2.4 Any adjustments to the spray nozzles, spray patterns, controllers, etc., required to provide optimum growth of the landscape shall be performed by the Contractor.

10.3 Valve/Valve Boxes

10.3.1 The Contractor shall provide miscellaneous cleaning of valves for proper functioning once annually in February and on an as needed basis. Valve cleaning activities shall be described in submitted Monthly Irrigation Reports.

10.3.2 The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, per the original construction details.

11.0 DAILY LITTER PATROL - The Daily Litter Patrol is in addition to and separate from the Litter and Debris Removal for SHRUBS/VINES/GROUND COVER CARE of Section 7.4.3.

11.1 Description

11.1.1 Provide all labor, materials, equipment, and incidentals necessary to pick up, remove and dispose of litter and debris from all landscape and turf areas maintained under the Contract for the roadways identified in the Price Proposal.

11.1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals, and other items not considered normal to the right-of-way.

11.1.3 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Director of Maintenance.

11.1.4 These specifications are end result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. The Contractor's chosen method(s) shall not cause damage to CFX property / infrastructure or create a safety hazard for the travelling public.

11.2 Quantity and Frequency of Removal

For the Daily Litter Patrol, provide the quantity of litter patrol crews identified in the Price Proposal. Each crew shall consist of at least one (1) dedicated laborer, one (1) dedicated vehicle, each with necessary equipment to remove debris. The daily patrol shall consist of constant and complete round trips through the Contract area, from 7:30 am to 4:00 pm (8-hour daily shift with 30-minute lunch break), 5 days per week, 52 weeks per year, each direction, both sides of the roadway and ramps, removing and disposing of the debris, including dead animals, vehicle tires and any materials located within the subject landscape and turf areas maintained. The Contractor shall keep the area within the project limits

virtually litter free on a daily basis to ensure that all landscape and turf areas have a pleasing and presentable appearance at all times. Daily patrol vehicles shall be equipped with GPS tracking. Payment will be made based upon GPS records demonstrating the required patrols have been completed.

11.3 Equipment

11.3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.

11.3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.

11.3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices in accordance with state and federal laws.

11.4 Disposal of Litter and Debris

Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. CFX will allow dumpsters to be placed by the contractor for temporary storage at locations to be approved by the Director of Maintenance. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

11.5 Quality of Work

11.5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Director of Maintenance. The subject areas are expected to be kept clean of litter and debris on a daily basis. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to CFX.

11.5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The decision of the Director of Maintenance as to acceptance or rejection of an area will be final.

12.0 PLANT REPLACEMENT

12.1 During the Contract term, any plant material under the care of the Contractor that dies or is severely damaged due to the negligence of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced at no cost to CFX. The CFX Director of

Maintenance shall determine the extent of the lost / damaged material to be replaced and shall prepare a Plant Replacement List and Plant Replacement Map(s) to be forwarded to the Contractor. Upon receipt of the Plant List and Plant Replacement Map(s), the Contractor shall submit tentative installation schedule for review and approval. The Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted until completion and acceptance by the CFX Director of Maintenance. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, CFX reserves the right to withhold the amount for the replacement material (based on average current industry costs) from the Contractor's monthly compensation until the work is completed to CFX's satisfaction.

- 12.2 Upon completion of installation and acceptance by the CFX Director of Maintenance, the establishment period (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms; shall begin during which the Contractor shall provide establishment watering and maintenance as necessary to promote optimal plant health.
- 12.3 Upon installation, the replacement material shall be included in the ongoing Contract scheduled and as directed maintenance tasks and applications (including pest / disease control, fertilization, etc.). Any additional mulching as necessary following planting shall be performed as directed by the CFX Director of Maintenance.
- 12.4 All Contract specified maintenance tasks and applications (including additional mulching) performed in the care of the replacement material shall be performed at no additional cost to CFX.
- 12.5 During the establishment period, any plant material that shows indication of non-survival or lack of health and vigor, or which fails at any time to qualify for the minimum grade as originally specified, will be rejected by the CFX Director of Maintenance and shall be replaced, at no additional cost to CFX, within (21) days of notification of rejection. The new material shall begin a one-year or two-year establishment period from the new date of installation.
- 12.6 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the CFX Director of Maintenance.

13.0 ADDITIONS TO PROJECT SCOPE

- 13.1 During the three (3) year Contract term and possible two (2) one-year extensions, it is anticipated that additional landscape improvement projects on the CFX system will be designed, completed, and added to the Contract scope. The New Construction / Work Order Allowance amount included in the Contract will be utilized to fund the addition of these projects to the Contract Scope. Following completion of installation and establishment of the landscape improvement project, and prior to project turn over, the CFX Director of

Maintenance shall prepare a Work Order for the addition of the landscape improvements into the current Contract scope, based on the unit costs listed in the initial Contract pricing. The Contractor may submit, for review by the CFX Director of Maintenance, any requested changes to the Work Order based on the lowest unit costs from the initial Contract pricing or current pricing in effect based on CPI index changes incorporated for renewal years four and five.

- 13.2 The Contractor shall inspect the newly installed material under each project and notify the CFX Director of Maintenance as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon execution of the Work Order, the Contractor assumes full responsibility for the continued health of the plant material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor at no cost to CFX. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., traffic accidents, incurable plant diseases - Ganoderma Zonatum, damage by others, severe drought, etc.).
- 13.3 Upon execution of the Work Order, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the CFX Director of Maintenance.

14.0 ROADWAY CONSTRUCTION PROJECTS

During the Contract term, sections of the CFX system may be removed from the Contract scope due to ongoing roadway improvement construction projects. When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to CFX for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule, and plant material and right of way area quantities determined from site maps and field inventories. The CFX Director of Maintenance shall forward to the Contractor a negative Work Order which will describe the areas to be removed and the amount to be deducted based upon the Contract Price Proposal.

15.0 EMERGENCY RESPONSE

15.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the CFX Director of Maintenance, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Removal of litter / debris generated by landscape maintenance activities - 24 hours
- Standard repairs - one week
- Plant material replacement – one month

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, CFX will, at the Contractor's sole expense, provide the requested services.

15.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the CFX Director of Maintenance, utility companies and others affected by the listed emergency.

Four (4) copies of a draft of the plan shall be submitted to the CFX Director of Maintenance within 30 days after the date of the Notice to Proceed. The CFX Director of Maintenance will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Director of Maintenance shall be submitted by the Contractor within 60 days after the Notice to Proceed.

16.0 WORK ORDER / NEW CONSTRUCTION ALLOWANCE

16.1 CFX has established a Work Order / New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated as new landscape construction projects or repair and renovation areas added to the Contract scope.

16.2 Unless necessitated due to Contractor negligence or failure to perform, payment will be

made to the Contractor from the Work Order / New Construction Allowance for the following work activities authorized and accepted by the CFX Director of Maintenance:

1. Tree removal and disposal (solid trunk with 3" + caliper).
2. CFX Director of Maintenance directed cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
3. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only) and modifications / additions to systems as directed by the CFX Director of Maintenance.
4. CFX directed plant replacement (repair and renovation projects). (Not due to Contractor negligence)
5. Work performed as directed by CFX Director of Maintenance in areas removed from the project scope due to roadway construction.
6. Work performed for CFX, as directed by the CFX Director of Maintenance, that is not included in the project scope.
7. Addition of completed landscape construction project improvements into Contract scope.
8. The performance of supplemental watering as necessary to help maintain the health of existing material during periods of severe drought.

- 16.3 Any amount remaining in the Work Order / New Construction Allowance upon completion and acceptance of the project remains the property of CFX.

17.0 CONTRACT TERM AND BEGINNING WORK

- 17.1 Following execution of the Contract, CFX will issue to the Contractor a written Notice to Proceed for the project.
- 17.2 The Contract term will be three (3) years with an option to extend the Contract for two (2) one-year renewal periods. Exercise of the options will be made at the sole discretion and election of CFX. CFX will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three-year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.
- END OF SECTION

**CONSENT AGENDA ITEM
#16**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024

SUBJECT: Approval of Contract Award to Rockhopper Services, Inc. for Systemwide
Aquatic Vegetation Control Services
Contract No. 002093

An Invitation to Bid for the referenced project was advertised on February 18, 2024. Responses to the invitation were received from four (4) contractors by the March 21, 2024 deadline.


Bid results were as follows:

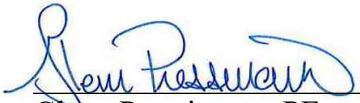
<u>Bidder</u>	<u>Bid Amount</u>
1. Rockhopper Services, Inc.	\$ 419,100.00
2. Airboat Addicts, Inc.	\$1,218,260.00
3. Florida Waterways, Inc.	\$1,317,942.68
4. Jorgensen Contract Services, LLC	\$5,855,999.00

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to keep CFX's waterways and ponds free from vegetation and debris.

Board award of the contract to Rockhopper Services, Inc. in the amount of \$419,100.00 for a three year with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, P.E.
Director of Maintenance


Glenn Pressimone, PE

CONTRACT



AND

ROCKHOPPER SERVICES, INC.

**SYSTEMWIDE AQUATIC
VEGETATION CONTROL SERVICES**

CONTRACT NO. 002093

CONTRACT DATE: APRIL 11, 2024

CONTRACT AMOUNT: \$419,100.00

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA, PROPOSAL, AND
FORMS**

Contract No. 002093

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
SCOPE OF SERVICES, ADDENDA, PROPOSAL, AND FORMS**

FOR

**SYSTEMWIDE AQUATIC
VEGETATION CONTROL SERVICES**

CONTRACT NO. 002093

APRIL 2024

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CONTRACT

This Contract No. 002093 (the "Contract"), made this 11th day of April 2024, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Rockhopper Services, Inc., of 8940 Bunker Hill Rd., Duette, FL 34219 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 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 Contract No. 002093, for Systemwide Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three years with two (2) one-year renewal options or portions thereof. The Contract Amount is \$419,100.00. This Contract was awarded by the Governing Board of CFX at its meeting on April 11, 2024.

The Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards
6. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

ROCKHOPPER SERVICES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES
CONTRACT NO. 002093

GENERAL SPECIFICATIONS

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GENERAL SPECIFICATIONS

1.0 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by CFX. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to CFX's Director of Maintenance or his designated representative.

2.0 CONTROL OF THE WORK

2.1 CFX'S DIRECTOR OF MAINTENANCE

All work shall be subject to review and acceptance by CFX's Director of Maintenance (or such other person designated by the Director of Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. CFX's Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "CFX" or "Director of Maintenance" 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 Landscape Supervisor or other individual or entity identified by CFX.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda
3. Scope of Services
4. General Specifications

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2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

CFX will make final payment to the Contractor after the Work is finally accepted by CFX's Director of Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished CFX with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by CFX for the completion of the Contract or release of the Work.

2.4 OTHER WORK

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3.0 OTHER REQUIREMENTS

3.1 GOVERNING LAW AND VENUE

The Contract 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 3.1, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

The Contractor shall further be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract unit prices for the items of work in the Contract.

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No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

The Contractor must provide a notarized affidavit to CFX that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

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 CFX's Director of Maintenance 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 Director of Maintenance.

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.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of

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Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, 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 the 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 the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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 3.5, Hold Harmless and Indemnification, Sovereign Immunity shall survive the expiration or termination of this Agreement and continue in full force and effect.

3.6 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 sub articles 3.6.1 through 3.6.6 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.

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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 Contract 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 Financial Strength Rating (FSR) of at least "A- "(Excellent) and a Financial Size Category (FSC) of at least Category "VII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. 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.

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.

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

3.6.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory	\$5,000,000 / \$10,000,000	\$5,000,000

3.6.2 Worker's Compensation: 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 sub article 3.6.1.

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.

3.6.3 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 3.6.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

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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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, 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.

3.6.4 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 sub article 3.6.1.

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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.5 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 sub article 3.6.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 3.6. 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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.6 Railroad Insurance: If the Contractor performs Work on, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad

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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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.7 SAFETY

- (1) With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of bidding) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.
- (2) The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction 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).
- (3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.
- (4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or CFX approved equal. Mesh signs shall not be used for work zone signs.

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3.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

3.9 AUDIT AND EXAMINATION OF 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 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 Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision 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.

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to CFX shall preserve all Bid Records used in determining and submitting the bid for a period of one month after CFX awards the Contract. The successful bidder (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.

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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 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 a bidder 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 a bidder in determining a bid.

The obligations in Section 3.9, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

3.10 SUSPENSION OF WORK

CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

3.11 DEFAULT AND TERMINATION

- (1) CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of CFX requires such termination or suspension. In such circumstances, CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.
- (2) If the 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

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to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of CFX reasonably exercised, CFX may give notice of default in writing to the Contractor 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 take over the work covered by the Contract.

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 the Director of Maintenance 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 be liable and shall pay CFX the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with CFX's requirements, CFX may, but is not required to, permit the 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.

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

3.12 PREVAILING PARTY ATTORNEY'S FEES

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

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3.12.2 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 the CFX, failing which the CFX will be deemed the prevailing party in such litigation.

3.12.3 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 the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).

3.12.4 The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation 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).

3.12.5 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 to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, 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.

3.12.6 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 term “litigation” shall include arbitration or mediation proceedings.

3.12.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.

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3.12.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the 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 are being served by this provision.

3.12.9 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.

3.13 BINDING ARBITRATION

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

3.13.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- 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.

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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 or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

3.14 UNAUTHORIZED ALIENS

The 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 the CFX harmless for any violations of the same. Furthermore, if the CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of this contract, the CFX may immediately and unilaterally terminate this contract for cause.

The obligations in Section 3.14, Unauthorized Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.15 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.

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3.16 INSPECTOR GENERAL

The 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). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

The obligations in Section 3.16, Inspector General, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.17 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.

3.18 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).

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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.

3.19 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

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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.

3.20 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.

3.21 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 Contract may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

3.22 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, 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

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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.

3.23 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.

3.24 INTEGRATION

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

3.25 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.

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4.0 PROSECUTION AND PROGRESS OF WORK

4.1 PREWORK CONFERENCE

The Director of Maintenance may call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

4.2 BEGINNING WORK

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

4.3 STATUS OF WORK

The Contractor shall keep CFX advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of CFX. CFX or Contractor may request and be granted a conference with the other party.

4.4 OPERATIONS

- (1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.
- (2) No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency.
- (3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- (4) Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only

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when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

- (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
- (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

5.0 PAYMENT AND BUDGET CONSIDERATIONS

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

Proper administration of the Contract may require the Contractor to complete various forms, prepare various documents and reports, and attend various meetings throughout the term of the Contract and renewal period (if any) that may or may not be specifically identified in the Scope of Services or other Contract Documents. The Contractor's cost to provide project administration including, but not limited to, completion of forms, preparation of documents and reports and attendance at meetings will not be measured separately for payment but will be considered incidental to the cost of the other items of work for which payment is made.

A Work Order Allowance has been established by CFX and included in the Contract amount to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX.

5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Work Document is not performed by the Contractor, the value of such action, duty or service or part thereof will be

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determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part 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 such time as the work is determined to be acceptable.

Payment to the Contractor will be compensation for work completed and accepted, based upon the pay items defined in the Contract.

5.3 METHOD OF COMPENSATION

- 5.3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a digital copy (via e-mail) of each monthly invoice. The invoice shall include: a request for payment application in a form acceptable to CFX; individual and fully executed Task Work Order forms for Work Order Allowance payable tasks including copies of all purchase tickets for materials used in the completion of the task; and a Certification of Disbursement of Previous Payments.
- 5.3.2 Invoices shall be submitted via email to billing@cfxway.com. CFX will have 30 calendar days from receipt of the signed final copy of the invoice to make payment. The Contractor shall have a documented invoice procedure.
- 5.3.3 Payment for work completed by the Contractor and accepted by CFX under the Work Order Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance shall be performed until written authorization is given, or forwarded via email, to the Contractor by the Director of Maintenance or his designated representative.
- 5.3.4 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. With the exception of Liquidated Damages, Administrative Fees or Lane Rental Fees assessed by CFX, 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 or a work order is not performed by the Contractor, the value of

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES
CONTRACT NO. 002093

GENERAL SPECIFICATIONS

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.

- 5.3.5 Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

5.4 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime 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 that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, 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.

5.5 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

5.6 RENEWAL OPTION

The Contract has a renewal option. Renewals will be on an annual basis not to exceed four (4) one-year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES
CONTRACT NO. 002093

GENERAL SPECIFICATIONS

terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of CFX. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

5.7 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented either by a Supplemental Agreement or written Work Order, as determined by the Director of Maintenance, in accordance with the Contract.


END OF SECTION

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024

SUBJECT: Approval of Partnership Agreement Between CFX and WFTV for FY 2024/25
Safety Campaign
Contract No. 002103

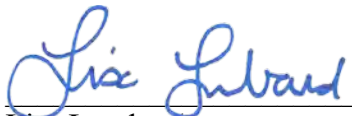
Board approval is requested to enter into a partnership with WFTV, the local ABC affiliate operated by Cox Media Group, for a not-to-exceed amount of \$183,450.00 to promote the Drive Smart Safety Campaign.

CFX will work in partnership with WFTV to develop and produce video and digital media assets to be distributed through the WFTV media platforms; online and on-air. CFX will be able to repurpose and distribute video and media assets developed during this partnership.

The Drive Smart Safety Campaign's objective is to reinforce safe driving habits. The rules of merging, maintaining a safe trailing distance, navigating work zones and steps to take after a car accident will be promoted.

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

Reviewed by: 
Angela Melton
Director of Customer Experience
& Communications


Lisa Lumbard



CAMPAIGN SUMMARY

APRIL-SEPTEMBER 2024

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



CMG ORLANDO

WFTV 9

PARTNERSHIP ELEMENTS

- **Safety Two Min Segments-** Four (4) Safety two-minute segments to air in Eyewitness News with new traffic anchor Alexa
- **Two Minute Segments News-** Two (2) Daily Two segments- segments will air again in our Midday Newscast on WFTV featuring CFX Road Rangers introducing new behaviors
- **New Commercials** – Produce Two (2) new :15 sec commercials
- **New Display Ads Created** – CMG will develop four (4) new display ads featuring the targeted behaviors
- **New Digital Out of Home Ads-** CFX Creative will air in Orlando Airports, DMVs and Driving Schools promoting safe driving behaviors
- **6AM Fixed Sponsorship-** CFX Logo will air at the close of each 6am Newscast while anchors direct viewers to WFTV.com
- **6AM Commercial-** CFX :15 sec commercial will air as a fixed position leading into GMA M-W
- **WFTV & WRDQ, Antenna Broadcast TV-** 100x :15 sec ROS CFX safety vignettes (4.5 Million IMP A18+)
- **WFTV.com Display** – 2,880,000 total estimated ROS display impressions
- **WFTV.com Takeovers** – 8 total Hi-TOP FAP/Takeovers on WFTV.com
- **WFTV.com Pre-Roll** – 888,888 total estimated pre-roll impressions on WFTV.com
- **Paid Social** –Paid social campaign served to custom audience
- **TrueView YouTube** – 114,000 total estimated completed video views
- **WFTV.com Archive Landing Page** – All previous and future Safety Campaign assets stored on the page

BILLING COMPANY:	
ADVERTISER:	Central Florida Expressway Authority
AGENCY:	Day Communications
ADDRESS:	4974 Orl Tower Rd.
CITY/STATE/ZIP:	Orlando, FL 32807
SPONSORSHIP:	Safety Campaign
CONTACT NAME:	Angela Melton
CONTACT PHONE:	(407)690-5000
CONTACT EMAIL:	billing@cfxway.com
RUN DATES:	April 24' – September 24'
TOTAL CONTRACT AMOUNT:	\$183,450 campaign total
	(Production \$10,500 on time)

- 30-Day Cancellation required in writing.
- If Advertiser does not presently maintain credit with Publisher, payment will be made in advance, at the agreed upon rate set above.
- Advertising content subject to final review and approval by Publisher.

ADVERTISER


CMG REPRESENTATIVE

**CONSENT AGENDA ITEM
#18**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 21, 2024


SUBJECT: Approval of Purchase Order to Dasher Technologies for VMWARE Licenses

Board approval is requested to issue a purchase order to Dasher Technologies in a not-to-exceed amount of \$99,291.52 for VMWARE licenses and support services. This will be a cooperative (piggyback) procurement based on State of Florida NASPO CONTRACT # 43230000-NASPO-19-ACS.

This purchase is to continue product licensing and support for CFX's virtual server infrastructure.

This contract is included in the OM&A Budget.

Reviewed by: 
Rafael Millan
Director of IT



Jim Greer

**CONSENT AGENDA ITEM
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 21, 2024


SUBJECT: Approval of Purchase Order to PC Solutions & Integrations, Inc.
for Extreme Network Switches Annual Support and Maintenance

Board approval is requested to issue a purchase order to PC Solutions & Integrations, Inc. in a not-to-exceed amount of \$116,309.58 for annual support of CFX network hardware and software. This will be a cooperative (piggyback) procurement based on State of Florida NASPO Contract # 4322000-NASPO-19-ACS.

This agreement will insure CFX continues to receive full vendor support for all Extreme Networks brand networking hardware and software supporting tolling services and internal operations.

This amount is included in the OM&A Budget.

Reviewed by: 
Rafael Millan
Director of IT



Jim Greer

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 21, 2024


SUBJECT: Approval of Purchase Order to SHI International Corp. for Microsoft Azure Cloud Solutions and Services

Board approval is requested to issue a purchase order to SHI International Corp. in the amount of \$780,000.00 for annual product support. This will be a cooperative (piggyback) procurement based on the State of Florida Alternate Contract Source No. 43230000-NASPO-16-ACS.

This purchase is included in the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT




Jim Greer

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 24, 2024


SUBJECT: Approval of Fourth Contract Renewal with AECOM Technical Services, Inc.
for General Systems Consultant Services
Contract No. 001215


Board approval is requested for the fourth renewal of the referenced contract with AECOM Technical Services, Inc. in the amount of \$2,250,000.00 for one year beginning August 1, 2024 and ending July 31, 2025. The original contract was for five years with five one-year renewals.

The work to be performed includes contract support for Information Technology, Intelligent Transportation System and Sustainability Programs.

Original Contract	\$15,000,000.00
Amendment No. 1	\$ 0.00
First Renewal	\$ 2,000,000.00
Second Renewal	\$ 2,750,000.00
Third Renewal	\$ 4,500,000.00
Fourth Renewal	<u>\$ 2,250,000.00</u>
Total	\$26,500,000.00

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

Reviewed by: 
Bryan Homayouni, PE
Director of Intelligent Transportation
Systems


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001215**

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement") is made and entered into this 11th day of April 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc. hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide general systems consultant services.

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the fourth renewal of said Original Agreement, which renewal shall begin on August 1, 2024 and end on July 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 \$2,250,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. 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.

AECOM TECHNICAL SERVICES, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

By: _____
Aneth Williams, Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ____ day of _____, 2024 for its exclusive
use and reliance.

By: _____

Print Name: _____

By: _____
Jo O Thacker, Intermin General Counsel

By: _____

Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001215**

THIS CONTRACT RENEWAL NO. 3 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of June 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and AECOM Technical Services, Inc. hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the “Original Agreement”), whereby CFX retained the Consultant to provide general systems consultant services.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 third renewal of said Original Agreement, which renewal shall begin on August 1, 2023 and end on July 31, 2024 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **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 \$4,500,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **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.

AECOM TECHNICAL SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: M. Janet Everett

Print Name: M. Janet Everett

Title: Vice President

ATTEST: Shelley O'Neill (SEAL)
Secretary or Notary



If Individual, furnish two witnesses:

By: Glen Dvorovy
Print Name: GLEN DVOROVY
By: Scott Soliz
Print Name: SCOTT SOLIZ

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2023.07.05 16:34:06 -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: 2023.07.05 11:34:57 -04'00'
Diego "Woody" Rodriguez, General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001215**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of June 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc. hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide general systems consultant services.

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

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on August 1, 2022 and end on July 31, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** in an amount up to \$2,750,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **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.

AECOM TECHNICAL SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: M. Janet Everett

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2022.06.20 17:14:19 -04'00'
Aneth Williams, Director of Procurement

Print Name: M. Janet Everett

Title: Vice President

ATTEST: Shelly O'Neill
Secretary or Notary



If Individual, furnish two witnesses:

By: Michael S. Phillips
Print Name: MICHAEL S. PHILLIPS
By: Jessica Paul
Print Name: Jessica Paul

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: 2022.06.20 16:28:29 -04'00'
Diego "Woody" Rodriguez, General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001215**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of April 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc., register and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

'21 APR 21 AM 10:27

WHEREAS, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of August 1, 2016, whereby CFX retained the Consultant to provide general systems consultant services.

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

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on August 1, 2021 and end on July 31, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **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 \$2,000,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **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. This Renewal will be for ITS services and close-out of IT projects. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
5. **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.

AECOM TECHNICAL SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: M. Janet Everett

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.04.28 16:02:10 -04'00'
Aneth Williams, Director of Procurement

Print Name: M. Janet Everett, P.E.

Title: Vice President

'21 APR 21 AM 10:27

ATTEST: Shelley O'Neill
Secretary or Notary



If Individuals, furnish two witnesses:

By: Jessica A. Paul
Print Name: Jessica A. Paul

By: Kevin Cornish
Print Name: Kevin Cornish

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 22 day of April, 2021 for its exclusive
use and reliance.

By: Woody Rodriguez
Diego "Woody" Rodriguez, General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GENERAL SYSTEMS CONSULTANT SERVICES
AMENDMENT NO. 1 TO CONTRACT NO. 001215**

This Amendment No. 1 ("Amendment") is entered into this 14 day of November 2017, by and between the Central Florida Expressway Authority ("CFX") and AECOM TECHNICAL SERVICES, INC. ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on June 22, 2016, entered into an agreement ("the Contract") whereby CFX retained the Consultant to perform General Systems Consultant Services; and

WHEREAS, the parties have determined it necessary to revise Exhibit "C", Negotiated Price Proposal, by **deleting** pages C-50-52, Ciber, Inc. certified wage rates in its entirety and **inserting** pages 1-5, Ciber Project Area 4: Staff Augmentation – Rate Table November 10, 2016 as provided in Exhibit "A" attached hereto.


NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to **deleting** page C-50-52, Ciber, Inc. certified wage rates in its entirety and **inserting** pages 1-5, Ciber Project Area 4: Staff Augmentation – Rate Table November 10, 2016 as provided in Exhibit "A" attached hereto. The rates for this Addendum No. 1 are retroactive to October 14, 2016.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment No. 1 and any supplements made previously thereto, the provisions of this Amendment No. 1 shall take precedence.

2017DEC 11 AM 9:22

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

AECOM TECHNICAL SERVICES, INC.

By: 

Print Name: Stephen Happinger

Title: Vice Pres. Const.


Attest: Harriet H. Storms

Title: Office Administrator



2017DEC11 AM 9:22

REVIEWED AND APPROVED
BY CFX LEGAL



CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
AECOM TECHNICAL SERVICES, INC.**

GENERAL SYSTEMS CONSULTANT SERVICES

CONTRACT NO. 001215

**CONTRACT DATE: JUNE 22, 2016
CONTRACT AMOUNT: \$30,000,000.00**

(The Contract Amount for the five-year Contract term has a combined upset limit of \$30,000,000.00 between this contract, contract no. 001215, and contract no. 001144, the co-awardee to provide General Systems Consultant Services for CFX.)

**CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD
OF COMPENSATION, TECHNICAL PROPOSAL, AND
NEGOTIATED PRICE PROPOSAL**

Note: This solicitation was procured under RFP-001144R and was awarded to two (2) awardees, HNTB; contract #001144, and AECOM; contract #001215. For ease of reference, the second contract was assigned a separate contract #, 001215. Hence, pages within this document that list contract no. 001144 or 001144R are now referred to contract no. 001215.

**CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, AND NEGOTIATED PRICE
PROPOSAL**

GENERAL SYSTEMS CONSULTANT SERVICES

CONTRACT NO. 001215

JUNE 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Negotiated Price Proposal	C-1 to C-169
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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GENERAL SYSTEMS CONSULTANT SERVICES
CONTRACT**

This Contract No. 001215 (the "Contract" as defined herein below), is made this 22nd day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and AECOM Technical Services, Inc., hereinafter the CONSULTANT:

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide general systems consultant services and related tasks as may from time to time be assigned to the CONSULTANT by CFX; and,

WHEREAS, on or about March 28, 2016, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately one of two firms selected to provide said services;

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

1. SERVICES TO BE PROVIDED

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

The services to be provided under this Contract include comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

- 1.1 The Contract,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONSULTANT, and
- 1.6 The Negotiated Price Proposal (Details, Cost, and Fees)

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract 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 cancel and terminate this Contract in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term has a combined upset limit of \$30,000,000.00 between this contract, contract no. 001215, and contract no. 001144, the co-awardee to provide General Systems Consultant Services for CFX.

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

3.3 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONSULTANT INSURANCE

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

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

coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

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

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

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

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

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

7. CONSULTANT RESPONSIBILITY

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

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

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

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

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

7.6 CONSULTANT shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONSULTANT's employees from leaving CONSULTANT's employ and

taking employment with any successor of CONSULTANT for CFX's roadway and bridge maintenance services.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly the Program Manager and Project Managers for each of the five (5) major support categories; Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety (the "Key Personnel") and CONSULTANT's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services.

CONSULTANT shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONSULTANT, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below. Key Personnel that are dismissed, shall be replaced by personnel pre-approved by CFX.

Promptly upon request of CFX, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONSULTANT's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

9. INDEMNITY

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

9.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

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

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

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

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

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

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

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

10. PUBLIC RECORDS

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

Notwithstanding Paragraph 11, CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. In the event the CONSULTANT has public records in its possession, CONSULTANT shall comply with the Public Records Act.

11. MEDIA RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX

Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

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

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

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

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

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

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313

as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONSULTANT shall notify CFX if any of CONSULTANT's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

17.1 CONSULTANT may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONSULTANT; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONSULTANT with the provisions of this Contract with regard to Key Personnel, CONSULTANT shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

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

(ii) shall require the subconsultant to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subconsultant to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, excluding Worker's Compensation, Employer's Liability, and Professional Liability insurances, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subconsultant to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subconsultants, providing CFX with equal or greater protections than herein.

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

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where

work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONSULTANT's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONSULTANT shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONSULTANT for expenses or profits related to unfinished work, or for CFX's use of any CONSULTANT materials or equipment on the work sites, including without limitation the CONSULTANT Property and CONSULTANT Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONSULTANT (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONSULTANT submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONSULTANT's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX

through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONSULTANT's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONSULTANT shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

23. RELATIONSHIPS

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

CONSULTANT 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.

24. INTERPRETATION

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; and

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

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

27. INSPECTOR GENERAL

27.1 CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 22, 2016 contingent upon successful negotiations.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

[Signature]

Director of Procurement

Print Name: _____

Robert Johnson

AECOM TECHNICAL SERVICES, INC.

By: _____

[Signature]

Print Name: _____

STEPHEN NOPPINGKIL

Title: _____

VICE PRESIDENT

ATTEST: _____

Harriet H. Storms

(Seal)



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GENERAL SYSTEMS CONSULTANT SERVICES
CONTRACT NO. 001144R

1.0 GENERAL

The General Systems Consultant (GSC) will have a duty to and relationship with Central Florida Expressway Authority (CFX) and its Staff. This duty and relationship shall obligate the GSC to work day-to-day with CFX staff providing comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems ("Systems") as described in the Scope of Services. The General Systems Consultant supports the Chief of Technology/Operations in much the same way that the General Engineering Consultant (GEC) supports the Director of Engineering.

Services to be provided by the GSC include, but are not necessarily limited to: 1) staff assistance to maintain the integrity of CFX's Computer, Network and Communications Systems; 2) continuing support of Systems integration, operations, maintenance and applications; 3) long-range planning assistance for Systems upgrades; 4) continuing assistance to ensure that CFX's Systems remain current; 5) assisting staff in the planning of future toll collection technology, connected, automated vehicle and autonomous vehicle technology, interoperability with other toll collection and external agencies and for customer support at all service centers and with CFX's website; 6) smart phone technologies and applications; and 7) GSC will interface with the GEC as directed.

To assist CFX in maintaining current and future information technology (IT) systems at optimal efficiency levels, the GSC shall provide expertise in the field of computer hardware and operating systems, modem toll collections systems, telephony/call center system, toll system accuracy testing and analysis, computer programming languages, computer system support utilities and CFX-unique application software, smart phone applications, dashboard development and website development. The GSC shall also provide expertise in the following areas: Information Technology Tolling Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety.

2.0 DESCRIPTION OF CURRENT SYSTEMS

2.1 ELECTRONIC TOLL AND TRAFFIC MANAGEMENT (ETTM) SYSTEMS

CFX owns a computerized data collection and processing system, consisting of the necessary hardware and software to accurately and efficiently collect, process, report, and archive traffic, toll revenue, E-PASS Service Center data and system maintenance activity. The system operates on openVMS platforms with server based lane controllers. Note: This is true for the current toll collection system. The new toll collection system will utilize

Hewlett Packard (HP) server-class computers running Microsoft Windows Server operating system and the lanes will be blade-based Infinity hardware running Windows embedded operating system.

2.2 TOLL SYSTEM REPLACEMENT (TSR) PROJECT

The Toll System Replacement project (TSR) is a multi-year system wide project to replace CFX's existing toll collection system. The replacement Toll Collection System will include all toll system elements from the lanes and plazas (for all lane types) through to the Toll Host Environment. The Toll Host is the destination for all of the transactions and it also provides management and control of the Roadside Toll Collection System (RTCS). The new Toll Host will be integrated with the legacy back office system which includes the E-PASS Customer Service Center and Violation Processing Center subsystems. In addition to the new roadside components and Toll Host, the new toll collection system will also include an Image Processing Subsystem (IPS), Maintenance Online Management Subsystem (MOMS), Transaction Video Audit Subsystem (TVAS), a Law Enforcement Notification Subsystem (LENS), Reporting and supporting subsystems. Some legacy system components will be retained and integrated into new toll collection system including the legacy AVI readers and ACMS.

The prime contractor for the project is TransCore. Their work includes program management, system design development, system integration and installation, testing and acceptance, training and long-term system maintenance services. The project will also require the contractor to provide an organized, systematic transition process in order to maintain orderly revenue operations during the implementation. The project is still currently in the design phase, which is in the process of being completed. The Factory Acceptance Testing (FAT) is expected to be conducted in the next few months.

2.3 VIOLATION ENFORCEMENT SYSTEM (VES)

Currently the VES systems consists of multiple servers; HP hardware on windows based servers, with storage on a Linux based operating system (OS). Note: This is true for the current system. The new image review software and optical character recognition (OCR) engine will utilize HP server-class computers running Microsoft Windows Server operating system.

2.4 LOCAL AREA NETWORK (LAN) SYSTEMS

Then LAN is an active directory network with windows servers and workstations. The LAN provides all office automation security, file serving & back up, Office 2013, word processing and spreadsheet applications and intranet Web serving. Specialized applications include Eden Systems for financial services and payroll, Microsoft Outlook for internet e-mail and multiple in house applications.

2.5 TELEPHONE (VOICE) SYSTEMS

CFX's VOICE systems are based on redundant Avaya Application Enablement Services (AES) systems. These systems provide dial tone to a mix of digital (CFX Headquarters (HQ) only), analog and IP extensions at HQ and the CFX Service Centers. The telephone system also includes an advanced call center with automated call distribution software capabilities.

The CFX HQ is located at 4974 ORL Tower Road, Orlando, FL 32807. CFX has two (2) service centers; 762 S. Goldenrod Rd., Orlando, FL 32822 and 8919 W. Colonial Dr., Ocoee, FL 34761

The Service Centers are connected to the Headquarters Private Branch Exchange (PBX) via Voice over IP (VoIP) trunks that feed pre-existing channel banks and analog extensions. The toll plazas each have an Avaya Partner AES system that receives dial tone from Headquarters (over the WAN) and from local telecom lines.

The Headquarters PBX is augmented with Avaya AES for distribution of long distance charges. In addition, additional telephony applications are used to handle all E-PASS customer calls and provide a telephone-based access to account information.

2.6 SECURITY SYSTEM

The Lenel Security System is used for access to all CFX's facilities with alarm for monitoring at the plazas.

2.7 OTHER SERVERS

There are several other servers some with interfaces to the various "main" systems. These include but are not limited to the Statement Server, Web servers, Training System, and several development and test systems.

3.0 WORK DISTRIBUTION

3.1. MULTIPLE AWARD

If deemed in the best interest of CFX, CFX may, at its sole discretion, award the work performed herein to more than one prime Consultant. If two (2) or more prime Consultants are performing the work performed herein, CFX will assign the work at its sole discretion when and to whom CFX deems appropriate based on the current needs of CFX and the Consultants certifications, experience, past performance, and availability.

3.2 TASK WORK ORDER ASSIGNMENT

The work described herein will be assigned by task work order to the Consultant. Work performed by the Consultant prior to issuance of a task work order may not be compensated

by CFX. The work described herein will be assigned at CFX's sole discretion, no minimum guarantees are expressed or implied to the amount of task to be assigned to the Consultant.

3.2.1 REPORTS

A. STATUS REPORTS

Consultant shall provide, on a weekly basis, a written status report for each task work order. This report will contain status on all projects being worked on and will include the total time, broken out by individual assigned, used for each project for the week.

B. TIMESHEETS

Consultant shall provide weekly timesheets as required along with a monthly summary of all hours worked on CFX projects by project and Consultant.

3.3 CONSULTANT AVAILABILITY AND RESPONSE

Consultant shall provide required services Monday through Friday, excluding CFX holidays, between the hours of 7:30 AM and 5:30 PM, Eastern Standard Time. Some functions will be time sensitive which will protect system uptime or revenue stream. Consultant personnel shall be available for telephone consultation and on-site visits for emergency situations on time sensitive functions on a 24-hour a day, 7-day a week, 52-week a year basis. Consultant response time for emergency situations, i.e., the time taken to respond by telephone or to a site after notification, will be 2 hours regardless of the day or time of the notification. Consultant shall make available the appropriate employee with the appropriate skill set to respond to the request for assistance.

4.0 MINIMUM KNOWLEDGE, EXPERIENCE, CERTIFICATION STANDARDS

Individuals performing task under this scope of services must have the knowledge, experience, and certifications necessary to perform task. Experience is preferred with ORACLE/SQL Database Management Systems operating on multiple node openVMS platforms, Local Area Network (LAN) systems on server based operating system (OS), workstations, Firewalls, Cisco Routers, Web Servers, Interactive Voice Response (IVR), Voice systems on Avaya-based switch and key systems, Wide Area Network (WAN) communications, and new communication protocols for transmission of images and full motion video. Experience in fiber optics on wide area networks is also required.

4.1 INFORMATION TECHNOLOGY

4.1.1 PREFERRED CERTIFICATIONS

A. International Information System Security Certification Consortium, Inc., (ISC)²®

1. Certified Information System Security Professional (CISSP)®

B. MICROSOFT

1. Microsoft Certified Solutions Expert - Server (MCSE)
2. Microsoft Certified Solutions Associate (MCSA)
3. Microsoft Certified Solutions Expert – Database (MSCE)

C. CISCO

1. Cisco Certified Network Associate (CCNA)
2. Cisco Certified Network Professional (CCNP)

D. EXTREME

1. Extreme Certified Specialist (ECS)
2. Extreme Certified Expert (ECE)

E. ORACLE

1. Oracle Database 11g Administrator Certified Associate

4.2 TOLL OPERATIONS

4.2.1 PREFERRED CERTIFICATIONS

A. Project Management Institute

1. Project Management Professional (PMP)®

4.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

4.3.1 FDOT PRE-QUALIFICATIONS

A. PREFERRED

1. Work 6.3.1 – Intelligent Transportation Systems Analysis and Design
2. Work 6.3.2 – Intelligent Transportation Systems Implementation
3. Work 6.3.3 – Intelligent Transportation Systems Traffic Engineering Systems Communications.
4. Work 6.3.4 – Intelligent Transportation Systems Software Development

4.4 MANAGEMENT INFORMATION SYSTEMS

4.4.1 PREFERRED CERTIFICATIONS

A. Project Management Institute

1. Project Management Professional (PMP)®

B. GIS Certification Institute

1. Geographic Information Systems Professional (GISP)®

4.5 PHYSICAL SECURITY / SAFETY

4.5.1 PREFERRED CERTIFICATIONS

A. ASIS International

1. Certified Protection Professional*
2. Physical Security Professional*

*- CFX will accept an equivalent American National Standards Institute (ANSI) accreditation for physical security.

5.0 CONSULTANT SERVICES

The Consultant may provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by CFX to support the application, use and maintenance of CFX automation and communication systems. These systems include computerized toll operations and database management systems, local area network systems, telephone systems, wide area network and fiber optic network systems as described, and except as noted, in this Scope of Services. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein.

Consultant services are generally divided into five major support categories: Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety.

As used in the context of this Scope of Services, support shall be defined to include advising, managing, informing, suggesting, evaluating, reviewing, training, recommending and planning the entire range of activities associated with each category.

To protect the CFX's investment in its communication and automation tools, the GSC shall provide and maintain a depth of experience in all these applied areas and provide input to assist CFX management in judging the direction of the industry's technical development. The GSC, with the assistance of CFX staff, shall endeavor to keep CFX resources current and not allow them to digress into a bypassed technology that may lead to obsolescence.

5.1 INFORMATION TECHNOLOGY

5.1.1 PROJECT MANAGEMENT

The Consultant may:

- A. Plan, procure and deploy new IT system components both hardware and software.
- B. Recommend IT procedures and processes.
- C. Provide cost benefit analysis and recommendations of future IT investments for CFX.
- D. Provide analysis of business workflows and efficiency studies of IT related services.
- E. Provide leading edge support of existing systems.
- F. Identify innovations and automation opportunities.
- G. Monitor system growth including analysis of transaction volume increases.

5.1.2 DISASTER RECOVERY REVIEW

The Consultant may:

- A. Provide review of requirements and regulations.
- B. Provide review of recovery strategies and scenarios.
- C. Support of disaster recovery location.
- D. Provide business continuity planning.

5.1.3 MOBILE PHONE SOFTWARE APPLICATION DEVELOPMENT

The Consultant may develop a phone friendly website within the following framework. CFX reserves the right to modify this framework.

- A. iOS application built in Swift 2.0 or greater.
- B. Native android application build with the latest Android SDK.
- C. All code must be compliant with PCI DSS

5.1.4 NETWORKING SERVICES

The Consultant may include provide support in the following for Layer 2 and Layer 3:

- A. Diagnostics
- B. Expansion
- C. Deployment
- D. Troubleshooting

5.1.5 PROCESSES, INFORMATION EXCHANGE AND OPERATING SYSTEM

- A. The Consultant services may include, but are not limited to, providing support and solutions to the following:
 - 1. Unix System Administration
 - 2. Microsoft products including, but not limited to, Microsoft Exchange 2010.
- B. The Consultant services may conduct analysis of interfaces among ETTM, LAN and Web servers and provide viable solutions.

5.1.6 IT SECURITY

The Consultant services may include, but are not limited to, providing support and solutions to the following:

- A. Implementation of point to point encryption.
- B. Payment Card Industry (PCI) compliance.
- C. Auditing processes
- D. Log confirmation services

5.1.7 SOFTWARE DEVELOPMENT

The Consultant services may include, but are not limited to, providing software development services in the following programming languages:

- A. Microsoft Visual Studio
- B. NET
- C. C#
- D. N-Tier Architecture
- E. MVC
- F. WCF
- G. SQL
- H. HTML
- I. CSS
- J. PHP
- K. Javascript
- L. Mobile Programming
- M. DotNetNuke

5.1.8 DATABASE ADMINISTRATION

A. The Consultant services may include, but are not limited to, providing database administration support in the following areas:

- 1. Microsoft SQL
 - 2. Oracle database
 - 3. Open VMS
- B. The Consultant may develop and support dashboards, to include but not limited to, dashboards for CFX executive management.

5.1.9 STORAGE SUPPORT

The Consultant services may include, but are not limited to, providing storage support for the following:

- A. SAN
- B. Fibre Channel
- C. iSCSI NTC-2

5.1.10 GENERAL TELECOMMUNICATIONS SUPPORT

The Consultant services may include, but are not limited to, providing support and solutions for the following:

- A. Review of call center performance
- B. On-going support of IVR and VPN
- C. Avaya Telephony Products

5.1.11 INFORMATION STRATEGY PLANNING

The Consultant services may include, but are not limited to, providing the following:

- A. Review policies and system trends for next 7 years
- B. System data backup and archive strategy
- C. Review of CFX's Five-Year Work Plan
- D. Determine CFX technology lifecycle planning

5.2 TOLL OPERATIONS

Consultant services for this category will generally involve work associated with current and leading edge support for the toll systems and call centers including, but not necessarily limited to the following:

5.2.1 PROJECT MANAGEMENT

The Consultant may:

- A. Provide general knowledge of tolling systems and industry.
- B. Provide knowledge / expertise of back office systems, billing, invoicing, statements etc. as well as customer support in tolling.
- C. Provide knowledge of website development/support and current industry standards and practices.
- D. Provide systems design and analysis.
- E. Develop and monitor performance metrics.
- F. Provide cost benefit analysis.
- G. Conduct system audits from a technical and financial perspective.
- H. Develop business rules.
- I. Create technical requirements documents.
- J. Conduct special projects research and reporting.
- K. Test toll systems and provide accuracy reporting for independent analysis.
- L. Monitoring and reporting of performance metrics.
- M. Utilize project management software.
- N. Gather and document business rules.
- O. Assist with system documentation creation, review and updates.

5.2.2 TOLL SYSTEM SUPPORT ON NEW TOLL SYSTEM REPLACEMENT (TSR) PROJECT

The Consultant may:

- A. Provide independent analysis of new toll system replacement.
- B. Support management of CFX toll system replacement contractor.
- C. Support CFX Special Projects staff with technical expertise as well as schedule and budget analysis.
- D. Provide verification of contractor's scope and work product in the field for TSR.

- E. Monitor TSR performance metrics.
- F. Provide general support as needed for TSR.

5.2.3 OVERSEEING SUPPORT OF USER REQUESTED ENHANCEMENTS

The Consultant may:

- A. Support the IT Steering Committee with cost analysis.
- B. Support project review and tracking process.
- C. Support project planning and selection process.
- D. Support project verification process.

5.2.4 TRIMS/TRAILS SOFTWARE MAINTENANCE

The Consultant may oversee:

- A. Configuration management and problem tracking process
- B. Upgrade development and delivery process
- C. Planning for development environments
- D. Develop performance monitoring of software
- E. Software migration planning
- F. Analysis of data server development
- G. Software escrow verification

5.2.5 SYSTEM DATA BACKUP AND ARCHIVE PROCESS

The Consultant may conduct a:

- A. Critical review of existing process
- B. Review and document policies and procedures

5.2.6 SERVER-BASED VES IMAGE PROCESSING

The Consultant may:

- A. Review existing process
- B. Conduct process analysis - time study of existing processing
- C. Conduct automatic UTC and Pay by Plate processing analysis.
- D. Conduct analysis of OCR/fingerprint technologies as it relates to VES

5.2.7 HARDWARE MAINTENANCE VERIFICATION

The Consultant may:

- A. Conduct verification of accuracy & availability within acceptable limits
- B. Periodic review of MOMS reports for equipment issues

5.2.8 HARDWARE REVIEW OF TOLLING EQUIPMENT

The Consultant may conduct analysis of obsolescence issues.

5.2.9 INTEGRATION OF BANK MONEY ROOM COUNT DATA

The Consultant may:

- A. Conduct Analysis of requirements and planning.
- B. Review of functionality and recommended enhancements.

5.2.10 INTEROPERABILITY WITH OTHER TOLL AND EXTERNAL AGENCIES

The Consultant may provide analysis of requirements for multiple agency data collection, reporting and segregation with ETTM.

5.2.11 ALTERNATE APPLICATIONS FOR E-PASS PAYMENT TECHNOLOGY

The Consultant may provide support to ensure PCI compliance is maintained at all times.

5.2.12 ANALYSIS OF SYSTEM GROWTH

The Consultant may:

- A. Conduct analysis of transaction volume increases.
- B. Conduct analysis of increased user demands.
- C. Conduct long range planning assistance for systems upgrades.

5.2.13 LEADING EDGE SUPPORT OF EXISTING AND FUTURE SYSTEMS

The Consultant may provide support in the following areas:

- A. Innovations and automation opportunities
- B. New Toll Pricing Solutions
- C. Video Tolling – itoll
- D. New tolling technology
- E. All Electronic Tolling
- F. Special Projects support
- G. Tolling with smart phones
- H. Tolling with connected, automated and autonomous vehicles

5.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

5.3.1 SERVICES

The “designer” is prohibited from reviewing its design and/or providing construction engineering and inspection (CEI) services for its design. Likewise, a consultant cannot be the “reviewer” of its own design or be considered for CEI services on a project for which the consultant was the reviewer. A conflict of interest will exist for any combination of these variables.

Consultant services for this category will generally involve work associated with support for ITS, including but not limited to:

- A. Traffic Monitoring Station (TMS) – Wavetronix Smart Sensor HD126, Click! 201 and 202 units.
- B. Data Collection Sensor (DCS) – Sirit Identity model 6204 and all incidental equipment including Yagi directional antenna
- C. Close Circuit Television (CCTV) – Siquira HSD820H3-E CCTV and Cohu HD CCTV as well as Analog CCTV and Encoders
- D. Dynamic Message Boards (DMS) – Daktronics 1, 2 and 3-line full matrix DMS, Skyline 3-line DMS (front access and walk in, amber and full color)
- E. System Auxiliaries – Surge protections devices and their applicable uses with ITS equipment is required, tone wire system for locates of existing facilities, etc.
- F. Fiber Optic Network (FON) – Industry trained in the installation, testing and troubleshooting of the fiber optic cable system and network system including Layer 2 (Ruggedcom) field switch knowledge and basic integration and configuration concepts. The network is supported with Layer 3 Extreme Networks switches. Support in configuration and set-up with Layer 2 and Layer 3 switches will be required.
- G. ITS Control Room – Jupiter Video Wall display system with Crestron Control System
- H. OSPinsight® experience – Ability to update OSP insight database and adding as built data as each construction project is complete
- I. Utilizing Maintenance Information Management System (MIMS) managing work orders, system uptime, health and performance will be required
- J. SunGuide experience – Manage SunGuide and our data server travel time program with South West Research Institute (SwRI). Make updates in administrative editor. Troubleshoot and diagnose SunGuide issues through the status logger. Install SunGuide version updates and manage Footprint Tickets. Represent CFX in the SunGuide Software User's Group Meetings and on the Change Management Board. Support interoperability between SunGuide and the CFX travel time program.
- K. Understanding of statewide FDOT ITS architecture
- L. ITS project management – Management of ITS design, integration and deployment projects. This includes but is not limited to ITS plan reviews and support with ITS procurement.
- M. Support ITS hardware and software deployment experience. Support with implementing Systems Engineering process. Systems manager approach will be utilized requiring bench testing, subsystem and system testing.
- N. Management and invoice review of CFX's ITS Maintenance Contractor (Kapsch), FON Maintenance Contractor (Precision Contracting Services, Inc.) and Maintenance and Support of Data Server Consultant (SwRI). Contractors identified in parenthesis are current providers but are subject to change.
- O. Support with advancing new ITS initiatives

- P. Ability to advise CFX on future connected vehicle, automated vehicle and autonomous vehicle technology based on wireless communications, vehicle sensors and global positioning systems. Assist staff in developing future policy and guidelines for potential pilot testing and putting together a strategic plan.

5.4 MANAGEMENT INFORMATION SYSTEMS

5.4.1 SERVICES

Consultant services for this category will generally involve work associated with support for graphical information systems, including but not limited to:

- A. Developing management information systems based on GIS platforms, Esri, experience developing executive dashboards
- B. Ability to create databases to manage documentation and knowledge base transitions
- C. Business continuity planning
- D. Expertise in enterprise systems integration and data exchange among enterprise software systems such as GIS, asset and work order management, document management, finance and operations
- E. Complete software development life cycle experience in transportation and infrastructure industry including business processes and workflow analysis and optimization
- F. Knowledge of enterprise GIS data standards, geodatabase design and development, enterprise GIS applications (including mobile) design and development and enterprise GIS data management. Experience in enterprise data analytics and reporting including dashboards including display of key performance metrics.
- G. Experience developing management information systems based on GIS platforms, Esri, experience developing executive dashboards

5.5 PHYSICAL SECURITY/SAFETY

5.5.1 SERVICES

Consultant services for this category will generally involve work associated with support for graphical information systems, including but not limited to:

- A. Prepare and certify CCTV security plans for agency facilities including Headquarters and Toll plazas locations.
- B. Recommend and identify physical security risk to the agency and implement changes similar to equivalent government agencies.
- C. Support CFX with fire drill, Emergency evacuation planning and visitor management recommendations.
- D. Provide facility security personnel if desired.

5.6 DOCUMENTATION AND TRAINING SUPPORT

The Consultant may provide documentation and training support on all GSC delivered systems and interfaces.

5.7 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work. Staff provided shall be preapproved in advance to work on contract by CFX staff. Raises and adjustments to dedicated GSC staff must be preapproved by CFX before beginning work on the task work order.

6.0 COMPENSATION


Compensation to the Consultant will be made in accordance with Exhibit "B", Method of Compensation.

**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 25, 2024

SUBJECT: Approval of Supplemental Agreement No. 1 with Kapsch TrafficCom USA, Inc.
for Maintenance of ITS Infrastructure
Contract No. 001689

Board approval of Supplemental Agreement No. 1 with Kapsch TrafficCom USA, Inc. for a not-to-exceed amount of \$621,774.00 is requested. The original contract was for five years with one five-year renewal.

The work to be performed includes monitoring and preventative maintenance for the future Flex Lane system.

Original Contract	\$ 8,699,940.00
Supplemental Agreement 1	<u>\$ 621,774.00</u>
Total	\$ 9,321,714.00

This contract is included in the OM&A Budget.

Reviewed by:



Bryan Homayouni, PE
Director of Intelligent Transportation
Systems



Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR MAINTENANCE OF ITS INFRASTRUCTURE
CONTRACT NO. 001689

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR MAINTENANCE OF ITS INFRASTRUCTURE (“Supplemental Agreement”) is made and entered into this 11th day of April 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and the corporation Kapsch TrafficCom USA, Inc., hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Maintenance of ITS Infrastructure Services between CFX and the CONTRACTOR, dated August 13, 2020; and

WHEREAS, CFX and CONTRACTOR desire to assign additional services as provided in Article 19.0, Additional Services, of the Scope of Services 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 hereby authorizes the CONTRACTOR to proceed with additional services as outlined in the AECOM’s March 19, 2024, letter to CFX; the CONTRACTOR’s

February 8, 2024, letter; and the Supplemental Agreement No. 1 Scope of Services 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", Price Proposal, of the Agreement is hereby amended as follows:
 - a. Item Number 13, Regular Labor (hourly rate), quantity is increased from 20,000 to 22,000, an increase of 2,000 MH and the total amount is increased from \$1,380,000.00 to \$1,518,000.00, an increase of \$138,000.00.
 - b. Item Number 14, Overtime Labor (hourly rate), quantity is increased from 6,000 to 7,000, an increase of 1,000 MH and the total amount is increased from \$492,000.00 to \$574,000.00, an increase of \$82,000.00.
 - c. Item Number 17, Single Lane Closure, quantity is increased from 150 to 165, an increase of 15 EA and the total amount is increased from \$105,000.00 to \$115,500.00, an increase of \$10,500.00.
 - d. Item Number 18, Two-Lane Closure, quantity is increased from 200 to 242, an increase of 42EA and the total amount is increased from \$220,000.00 to \$266,200.00, an increase of \$46,200.00.
 - e. Item 19, Three-Lane Closure, quantity is increased from 75 to 85, an increase of 10EA and the total amount is increased from \$90,000.00 to \$102,000.00, an increase of \$12,000.00.
 - f. Item 26 Allowance for Parts, the total amount is increased from \$750,000.00 to \$755,000.00, an increase of \$5,000.00.

- g. Add Item 27 for Preventative Maintenance – Flex Lane System at a rate of \$420.00 EA and a quantity of 437 EA increasing the contract amount by \$183,540.00.
 - h. Add Item 28 for Daily Flex Lane System Monitoring, at a rate of \$442.00 EA and a quantity of 327 EA increasing the contract amount by \$183,540.00.
 - i. The Total Maximum Limiting Amount is increased from \$8,699,940.00 to \$9,321,714.00, an increase of \$621,774.00.
- 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, Director of Procurement

Kapsch TrafficCom USA, INC.

By: _____
Print Name: _____
Title: _____

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

By: _____
Angela Wallace
General Counsel

Exhibit “A”

AECOM’s letter dated March 19, 2024

Kapsch TrafficCom USA, Inc.’s letter dated February 8, 2024

Supplemental Agreement No. 1 Scope of Services



Memorandum

Date: March 19th, 2024
To: Bryan Homayouni, P.E.
Director of Intelligent Transportation Systems / CFX
From: Chirayu Amin / AECOM
CC: Patrick O'Shea / AECOM

Subject: ITS Maintenance Contract 1689 – Flex Lane System Scope of Services

CFX requires expanding the current scope of services for the ITS Maintenance Contract to include Daily Monitoring and Preventative Maintenance for the future Flex Lane system. The Flex Lanes system is part of 8 ongoing capacity enhancement projects located on SR 429 and SR 417. These projects will add approximately 497 Lane Control DMS (LCS), 33 Incident Management DMS (IMDMS) and 236 Variable Speed Limit signs (VSL).

To provide 24 x 7 operational support, the current scope of the ITS Maintenance contract will be expanded to include two pay items: Daily Monitoring of Flex Lane System and Preventative Maintenance of Lane Control Sign (LCS). The details of the scope of services are provided in Supplemental Agreement No. 01. AECOM's estimated cost breakdown is as follows:

Daily Monitoring of Flex Lane System:

- 4.5 hours for Flex Lanes Systems
- 1.5 hours for WWD Anomaly (They found they were using more than 1 hour to correctly perform all the checks)
- 0.5 hours for Solar Monitoring
- $\$69 \times 6.5 = \448 (\$69 is the current contract labor rate)

Preventative Maintenance of Lane Control Sign (LCS)

- 4 hours total per sign
- 2 techs at 2 hours each = $\$69 \times 4 = \276 (\$69 is the current contract labor rate)
- \$144 to cover costs for Bucket Truck, Fuel, Travel and Tolls.
- $\$276 + \$144 = \$420$.

AECOM has reviewed and agrees with the price proposal provided by Kapsch (see attached) to perform the requested services. Furthermore, AECOM has estimated the quantities and pay items to be utilized to perform the additional services beginning on July 1st, 2024. The attached table provides a breakdown in detail regarding the estimation. It is recommended to add funds to the current contract in the amount of \$621,774.00 to support the additional scope of work.

February 8th 2024

Attention: Mr. Chirayu Amin
Sr. ITS Analyst

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807

Re: Maintenance of ITS Infrastructure
Contract No.: 001689

Dear Mr. Amin,

It has been a great pleasure to work with you on the CFX ITS Maintenance contract and we are grateful for the opportunity to add additional scope and devices to the project and hope to continue providing an exceptional service and support to the CFX infrastructure on the field.

As requested, below is the pricing for the two new pay items covering the Lane Control Maintenance Scope attached.

- | | |
|--|-----------------------------|
| • Daily Monitoring of Flex Lane System | \$442.00 Daily per instance |
| • Preventative Maintenance of LCS. | \$420.00 EA per Sign |

Please don't hesitate to contact me if you have any questions or require additional information.

Respectfully,



Camilo Martinez

Project Manager North America

Kapsch TrafficCom USA, Inc. | 4637 Parkbreeze Ct. | 32808 Orlando | Florida | USA



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SUPPLEMENTAL AGREEMENT NO. 01

Scope of Services

Contract Name: Maintenance of ITS Infrastructure

Contract No: 001689

CFX desires to expand the scope of services to include Daily monitoring and Preventative Maintenance of the ITS Components integral to the CFX Flex Lane System.

Significant additions to the ITS Infrastructure have been made during the term of this contract in support of a new Flex Lane initiative. The devices installed in support of the Flex Lanes are ITS components and require similar maintenance and repair procedures as the other ITS devices included in this contract. The subject device additions are being deployed as a part of 8 ongoing capacity enhancement projects located on SR 429 from Tilden Road to SR 414 and on SR 417 from International Drive to SR 528. These projects will double the number of ITS devices on the CFX system when fully complete. The additions include 497 Lane Control DMS (LCS), 33 Incident Management DMS (IMDMS) and 236 Variable Speed Limit signs (VSL). The following section is added to ensure the constant operation of these new components.

The Contractor shall perform daily on-site ITS system monitoring for all new ITS devices installed in support of Flex Lanes as part of its preventive maintenance services. This shall involve a once-daily check each weekday morning by the Contractor from CFX Headquarters confirming the operational status of every ITS device as part of the Flex Lanes system. Should issues be noticed with any device, the Contractor shall immediately notify CFX. Items associated with the Flex Lanes corridors that should be checked daily include (but are not limited to):

- Verification of functionality of all Lane Control Dynamic Message Signs (LCS) visually and utilizing the manufacturer's software.
- Verification of functionality of all Variable Speed Limit Signs (VSL) visually and utilizing the manufacturer's software.
- Verification of functionality of all Incident Management Dynamic Message Signs (IMDMS) visually and utilizing the manufacturer's software.
- Visual Verification of all Lane Control Dynamic Message Signs utilizing CCTV's.
- Visual Verification of all Variable Speed Limit Signs utilizing CCTV's.
- Visual Verification of all Incident Management Dynamic Message Signs utilizing CCTV's
- Verification of functionality of all LCS, VSL and IMDMS within the SunGuide System.
- Independent status and visual confirmation that each LCS, VSL and IMDMS is displaying the message indicated by the SunGuide System.
- Verification of all components within the Flex Lanes Cabinets utilizing the What's Up Gold Network Monitoring Software.

The daily checks shall also be performed on the following two items:

- Verification of functionality of all Solar Systems utilizing manufacturer's software
- Perform an Anomaly check on all Wrong Way Driving Systems utilizing manufacturer's software and email alerts.

CFX may add additional items to the checklist as deemed appropriate by the Director of Intelligent Transportation Systems. The daily device checklist shall be sent via email to a CFX provided distribution list on a daily basis each weekday morning. The checklist shall be submitted to CFX no later than 8:00 AM each weekday morning. At the end of the business day, the contractor shall provide a status update of each location identified during the morning check. The Contractor shall notify CFX if device issues are discovered at locations that are under the responsibility of construction projects. The Contractor shall coordinate repairs within construction project limits with CFX and construction project managers. The Contractor shall also store the Daily Device Checklist on the Control Room Computer “shared drive” folder under “Daily Device Checklist”. This folder shall be organized by week, month and year for easy reference.

All ITS components and devices related to the Flex Lanes System shall fall under the Emergency Maintenance Work – Four (4) Hour Response and Repair Requirements. The contractor shall respond and complete the repair of the Emergency work within 4 Hours from notification. All lane closures associated with the Flex Lanes repairs shall be coordinated and completed within 72 hours from the determination that a closure is required. Contractor shall begin coordination with Law Enforcement Officers immediately after determining a lane closure will be needed to complete repairs. Coordination efforts shall include scheduling a Law Enforcement Officer for the same night, if possible, to perform the repairs. If Law Enforcement Officers are not available on the same night, the contractor shall provide documentation of the coordination efforts to CFX.

Preventative Maintenance shall be performed on the components of the Flex Lanes System on an annual basis or as directed by CFX or its representatives. The Contractor shall coordinate preventive maintenance activity with the CFX’s operational needs for DMS uptime. Preventative maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet.
- Inspect and clean DMS sign face per manufacturers recommendations.
- Inspect and replace incandescent light bulbs in DMS enclosure.
- Inspect and replace air filters, if needed.
- Verify network components and DMS controllers are connected into the RPM unit for remote power cycle.
- Test and repair GFCI Duplex Outlets in DMS Enclosure.
- Inspect all power supplies in the ground mount cabinet and adjust accordingly.
- Verify DMS controllers are configured and labeled per CFX standards.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with CFX lane closure restrictions. The contractor is advised that lane closures will be necessary to access the Front Access DMS in order to perform preventative services.

The following items are included in this Scope of Services per the descriptions above:

1. Add the following pay items:

DAILY MONITORING OF FLEX LANE SYSTEM
PREVENTATIVE MAINTENANCE OF LANE CONTROL SIGN (LCS)

2. The Contractor hereby agrees to the expanded scope of services with no increase in the amount and term of the Contract.

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KAPSCH TRAFFICCOM USA**

MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 001689

**CONTRACT DATE: AUGUST 13, 2020
CONTRACT AMOUNT: \$8,699,940.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, PRICE PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND,
AND FORMS**

MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 001689

AUGUST 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 001689

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Contract No. 001689

Contract No. 001689

This Contract is made this 13th day of August 2020, 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 Kapsch TrafficCom USA, Inc., a Delaware corporation, registered and authorized to do business in the State of Florida, whose principal address is 8201 Greensboro Drive, Suite 1002, McLean, VA 22102, hereinafter “the CONTRACTOR.”

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Maintenance for ITS Infrastructure under Contract No. 001689, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about May 17, 2020, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

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

Contract No. 001689

1. SERVICES TO BE PROVIDED

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

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.

Contract No. 001689

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 CFX issues a Notice to Cure, such Notice to Cure shall contain a minimum of twenty (20) days for CONTRACTOR to cure any issues identified. If CONTRACTOR (within the curative period) 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

Contract No. 001689

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 \$8,699,940.00. as defined in the Price Proposal attached hereto as **Exhibit “B”** and incorporated by reference as though set forth fully herein.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “C”** 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.

Contract No. 001689

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

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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

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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 “D.”**

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.

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

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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

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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.

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8.8 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

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

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8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (\$8,699,940.00/5 years). 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. The initial term of the bond shall be from October 1, 2020 through September 30, 2021. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

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

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

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

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. CONTRACTOR will not be liable for damages CFX has 1) used materials in a manner not prescribed by the specification or by CONTRACTOR; 2) modified or combined materials with others not supplied or specified by CONTRACTOR or its suppliers, or 3) failed to maintain or take measures recommended by CONTRACTOR in the maintenance of the materials. If CFX uses materials in any manner as prohibited herein, and CONTRACTOR has actual or constructive knowledge of such uses, CONTRACTOR shall notify CFX within 15 days of obtaining such knowledge or else the provisions for excluding liability contained herein shall be considered waived by the parties. 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.

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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

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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.

Contract No. 001689**13. PERMITS, LICENSES, ETC.**

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

Contract No. 001689**17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the “Key Personnel”) and CONTRACTOR’s covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

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written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

19. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. Such satisfaction of work shall not be unreasonably denied and shall be subject to the standard of performance for work efforts under this Agreement, as connected to the statement of work, and industry professional standards, if any. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

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

Contract No. 001689**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 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

Contract No. 001689

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 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement 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 No. 001689

Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

27. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

27.4 Obligations upon expiration or termination of the Contract; and

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

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

29. INSPECTOR GENERAL

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

30. E-VERIFY

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

31. APPROPRIATION OF FUNDS

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

32. NOTICE TO THE PARTIES

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

Contract No. 001689

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Manager of Traffic Operations

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

CONTRACTOR: Kapsch TrafficCom USA, Inc.
8201 Greensboro Drive, Suite 1002
McLean, VA 22102
ATTN: Danny Trigg, Project Manager

Kapsch TrafficCom USA, Inc.
8201 Greensboro Drive, Suite 1002
McLean, VA 22102
ATTN: Corporate Counsel

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Price Proposal
Exhibit "C" Method of Compensation
Exhibit "D" Potential Conflict Disclosure Form
[SIGNATURES TO FOLLOW]

Contract No. 001689

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 Governing Board at its meeting on August 13, 2020.

ACCEPTED AND AGREED TO BY:

KAPSCH TRAFFICCOM USA, INC.

By: JB Kendrick

Title SVP, Sales and Business Development

ATTEST: (Signature) (Seal)

DATE: July 27, 2020



34. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Director of Procurement

Print Name: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.09.17 15:33:53 -04'00'

Date: _____

only.

Approved as to form and execution for the use and reliance by CFX

Diego "Woody" Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.09.17 14:42:53
-04'00'

General Counsel for CFX

SCOPE OF SERVICES

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1.0 INTRODUCTION

The Central Florida Expressway Authority, hereinafter referred to as “CFX,” requires the maintenance services of a qualified firm, hereinafter referred to as the “Contractor,” to ensure the operation of the CFX’s Intelligent Transportation System (ITS), hereinafter referred to as the “System.”

1.1 Overview of Scope Items

The scope of this project will be for the Contractor to provide preventive maintenance and repair services of all the CFX’s current and future ITS infrastructure and systems including:

- Closed Circuit Television (CCTV) cameras (Current Total – 270)
- Data Collection Sensors (DCS) (Current Total – 188)
- The complete Line Management System (LMS)
- Fiber optic Device Drop Cable and Feeder Cable
- Portable Highway Advisory Radio (HAR) (Current Total – 1)
- Front Access LED Dynamic Message Signs (DMS) (Current Total – 78)
- Walk-In LED Dynamic Message Signs (DMS) (Current Total – 55)
- All electronic system components associated with the ITS devices (Remote Power Managers, UPS’s, terminal servers, switches, etc.)
- All FON locates necessary to perform the work required by this Scope of Services.
- Traffic Monitoring Station system (Approximately – 447)
- Video Wall Maintenance Services including preventive maintenance, diagnostic and repair services
- Wrong Way Driving Ramp Detection System (Current total -38)
- Wrong Way Driving Mainline Detection System (Under Construction -10)
- Maintain all existing ITS Cabinets on the system (475) and all subsequent cabinets that are added to the system.
- Bridge Lighting LED and Control System
- Hardware and software support for servers
- Password updates

- Coordination with the Florida Department of Transportation (FDOT) I-4 Ultimate Concessionaires and the FDOT Contractor, Traffic Control Devices (TCD) which shall be involved with maintenance on CFX's fiber optic network (FON) on SR 408 between John Young Parkway and Mills Ave.
- Proficiency in the use of CFX's ITS network management software (What's Up Gold and Solar Winds) and the CFX's FON documentation software (OSP Insight), which is needed to support daily maintenance and troubleshooting of the ITS system.
- Field collection of GIS location information for use in the CFX's OSPInsight locate and asset management system.
- Additional services as directed by the Manager of Traffic Operations. This may include general support for the evaluation and installation of demonstration equipment for new ITS or Connected and Automated Vehicle (CAV) technology, support for maintaining new solar applications or support for other general technology deployments.

All services described in the Scope of Services shall cover all existing and future ITS infrastructure deployed during the term of this agreement. This is a performance-based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

1.2 Authority Observed Holidays

The following holidays are observed by CFX. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following day
- Christmas Day

1.3 Business Hours

- *Central Florida Expressway Authority business office:* 8:00 A.M. through 5:00 P.M., Monday through Friday.
- *Florida Department of Transportation (FDOT) District 5 Regional Traffic Management Center (D5 RTMC):* twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty five (365) days a year.

2.0 MAINTENANCE SERVICES

Maintenance services shall be furnished for all elements deployed and or formally accepted by CFX and specifically identified as a Contract maintenance item. The maintenance services described herein are intended to include all existing and proposed ITS devices, exclusive of the backbone fiber optic cable.

2.1 General Service Requirements

General requirements for all services include:

- The Contractor shall coordinate all work with CFX's Manager of Traffic Operations, or his designated representative. The Contractor shall comply with all physical security and network security policies of CFX and shall perform a background check on all maintenance staff associated with this project to assure they have no criminal background. The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by CFX) so as to be easily identified by CFX's staff. The Contractor shall also provide CFX with a list of employees who will require access to any Authority facilities and update the list immediately upon any change.
- The Contractor shall be provided cyber keys to locks on equipment cabinets associated with the project. The Contractor shall return all keys to CFX upon termination of the Contract. The Contractor's Project Manager shall manage the assignment of cyber keys to active staff under this contract and shall be responsible for collecting and returning cyber keys assigned to personnel removed from the contract. The Contractor's supervision shall take actions necessary to assure that its maintenance technicians re-lock equipment cabinets after conducting any activity. If the Contractor is found responsible for leaving a cabinet or communications hub unlocked, the Contractor shall be subject to a \$500.00 penalty per occurrence, which will be deducted from the Contractor's monthly invoice. Technicians found responsible for leaving a cabinet or communications hub unlocked on more than one occasion within 365-day period shall be subject to a temporary suspension from the contract.
- The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services. An employee roster stating name, position/job title, rank and percentage of time on the job shall be submitted for CFX approval. This roster shall be updated monthly and submitted at the bi-weekly maintenance meeting. Any deviation from this roster shall be immediately brought to the attention of CFX. It is CFX's intention to have a properly manned staff at all times for its ITS system.
- The Contractor shall be familiar with roadway and utility construction practices common in the Central Florida area.
- The Contractor shall be responsible for managing all equipment damaged by vehicles, storms or other acts of God. This includes all tracking, photos, and coordination with CFX insurance recoup procedures. A spreadsheet shall be provided at each bi-weekly progress meeting stating the status of any and all open insurance claims.
- The Contractor shall follow Occupational Safety and Health Administration (OSHA) Confined Space Entry rules and regulations.
- Any maintenance personnel found not complying with applicable OSHA or other CFX safety requirements shall be subject to immediate termination from the Contract. CFX maintains a zero-tolerance policy with regards to safety violations. Such violations include, but are not limited to:
 1. Failure to wear a proper Class 3 safety vest and/or OSHA required personal protective equipment when working anywhere on the CFX's expressway system, including working in electrical cabinets.
 2. Failure to have a minimum of two (2) workers to operate a bucket truck at any given time

3. Failure to properly use an OSHA approved safety harness, hardhat, and safety vest while performing work in a bucket truck.
4. Failure to establish proper Maintenance of Traffic (MOT) while working on the expressway.
5. Working (or booming) over lanes of active traffic in a bucket truck.
6. Performing U-Turns on the expressway's system, either across the grass median or by way of emergency crossovers, is strictly prohibited.

If the Contactor is proven to have committed any of the above policy infractions, the Contactor shall be subject to a \$1000.00 penalty per infraction and the technician(s) who committed the infraction shall be subject to termination from the Contract.

All maintenance personnel shall meet the certification requirements enumerated in Section 600 – Required Contractor Certifications (See Appendix G). It is the responsibility of the Contractor to provide CFX with complete documentation of technician certification within 90 days of Notice to Proceed. All employees listed on the CFX service roster shall meet this requirement. CFX utilizes the What's Up Gold and Solar Winds Network Monitoring Systems. All network technicians within the first 90 days following Notice to Proceed shall take the What's Up Gold Power Boost and Solarwind's Orion Platform and Network Configuration Manager Training Courses. Proof of completion shall be provided to CFX. Any additional employees approved and added to the service roster shall have 90 days from their first day of work on the CFX's system to provide documentation of certification. The Contractor shall be subject to a \$500.00 penalty per technician per day for technicians who perform work on the CFX's system without certification as described above. This penalty shall be deducted from the Contractor's monthly invoice.

The Contractor shall ensure properly certified technicians are available at all times to provide maintenance services 24 hours a day, 7 days a week, 365 days a year throughout the life of this contract. The contractor shall provide a 24-hour toll-free number for notification by the RTMC and CFX staff. The toll-free number shall provide access to maintenance staff during and after normal business hours.

- Additionally, level of repair (black box replacement, circuit card replacement, etc.) and training shall be identified on the certification. Certification or correspondence from the manufacturer shall also state that repair of manufacturer's equipment at the level authorized on the certification will not breach any warranty still in effect related to the product. Where the Contractor's maintenance technician does not have certification for maintenance from the equipment manufacturer and the warranty is voided by his maintenance activity, the Contractor will be responsible for the cost to furnish and install any equipment with voided warranties.
- The Contractor's maintenance technician shall be experienced in the use of appropriate test equipment, troubleshooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics, appropriately interconnecting connectors, replacing any strain relief devices disconnected and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner.
- The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify CFX who will conduct an engineering analysis and execute corrective action. Detection of

grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment cases causing a potential safety hazard to personnel and equipment. National Electric Code requires all chassis/cases/front panels/racks/cabinets be a common ground potential.

- Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all cabinet and equipment unit cooling provisions are properly functioning, the Contractor shall notify CFX of the environmental compatibility problem and recommend corrective action.
- The Contractor shall maintain records of equipment failures and specific component that failed (to the board level if possible and by equipment make/model/serial number), as well as information on the corrective action, including date/time for items with replacement cost above \$100.00 or that are considered to be primary system components. Examples of these items would include DMS controllers, RF/reader modules, field switches, CCTV cameras, DMS power supplies, etc. The Contractor shall periodically analyze failure statistics to determine the failure rate of devices by location and system wide. Should a specific electronic unit have a high failure rate, CFX shall be notified. Failure rate statistics shall be provided to CFX on a Quarterly basis at a minimum. All failed or bad equipment shall be inventoried and either returned for repair or set aside to be properly disposed of.
- CFX currently utilizes the Maintenance and Inventory Management Systems (MIMS) as its asset management system software. The Contractor shall be responsible for maintaining all records, providing information and updating inventory documentation as well as populating the data base, creating repair tickets, inputting new devices, managing existing devices and keeping all CFX ITS assets up to date. The MIMS software shall be used to document response and repair times. The Contractor shall utilize the asset management system to keep records of all maintenance activity including but not limited to; date/time, location, equipment type/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material. The maintenance records shall be provided to CFX at the time of monthly billing and be traceable back to the separately issued monthly work orders. These records shall be delivered electronically in an approved spreadsheet file as well as a printed custom report format subject to Authority approval. Other requirements of the Contractor shall be to manage all inventory provided by CFX so that the owner has pinpoint location of all CFX devices at all times. This includes inventory sent back for repair as well. Individual technicians handling inventory shall be equipped with an Contractor provided asset management system compatible device such as a smart phone or laptop to accurately control movement of all inventory throughout CFX's system and for all return authorizations until the device is decommissioned and/or replaced with a new device. The asset management system software contains a timestamp that shall track all system device status and outages so the Contractor is held responsible to repair device(s) in a time agreed to in this Scope of Services.
- The Contractor shall maintain a device warranty inventory for equipment with a replacement cost above \$500.00. The Contractor shall keep records of all warranty periods including expiration date, location, equipment type/serial number, and disposition of the removed material after warranty expires. The warranty inventory shall be provided to CFX at quarterly intervals and be traceable back to the work orders. It is the Contractor's responsibility to coordinate with the manufacturer to obtain the latest information regarding the warranty status of the inventory. These records shall be delivered electronically in a Microsoft Excel spreadsheet file as well as a printed custom report format subject to CFX approval.

- It is the responsibility of the Contractor to notify CFX if vendor turnaround times for repairs are greater than 30 calendar days.
- The Contractor shall coordinate with any other Contractor which may be responsible for other elements of the System, related to ITS device operations (such as the Gigabit Ethernet backbone other communications network elements). The Contractor shall be pro-active and take initiative to solve network related issues within their scope of expertise.
- The Contractor's management shall provide 24-hour, 7 days a week management supervision over all assigned maintenance activities and shall provide quality assurance for all maintenance activity conducted by its staff. The project manager or his delegated technician shall return a phone call or email from CFX or their designated personnel within 30 minutes during normal hours and 60 minutes during nights, weekends, and holidays. The Contractor shall be subject to a penalty of \$100.00 for each half hour period beyond the call-back timeframes listed above. The contractor is responsible for providing a 24-hour toll-free number for notification by CFX or their representatives.
- The Contractor shall repair and troubleshoot equipment as needed, however if a specific location proves troublesome with reoccurring issues, the Contractor shall not re-bill CFX to re-troubleshoot the same location within a 30-day period.
- The Contractor shall provide a single point of contact for the project manager and their senior level manager including name, address, email address, and telephone numbers for each contact (including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification of CFX.
- The Contractor shall properly dispose of all materials removed from the system which are no longer considered to be repairable. The Contractor shall attach a note stating the reason that the material is considered to be un-repairable along with the estimated cost of the material. The Contractor shall follow CFX disposal procedure and provide a list of all scrap material along with serial numbers and approximate values to a CFX representative for approval to scrap material. Delivery of scrap material shall be coordinated with the CFX ITS Systems Analyst.
- The Contractor shall maintain accurate records of all maintenance activity and correspondence with CFX. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be made available to CFX upon request.
- The Contractor's project manager shall attend bi-weekly progress meetings with CFX to discuss project activities, confirm the staffing roster, review quality of service and any required improvement in quality of service deemed necessary by CFX. The Contractor shall provide an agenda and document meeting minutes and submit them for approval to CFX. Additionally, the Contractor shall provide an updated action items spreadsheet at each progress meeting for tracking of outstanding tasks and issues.
- CFX may direct the Contractor to attend construction meetings that involve ITS Infrastructure work that affects feeder cable and ITS devices.
- If requested by CFX, the Contractor shall attend ITS Construction Kick Off or Pre-Construction Meetings to become familiar with the scope of the project and exchange contact information.

- All work performed by the Contractor is subject to review and acceptance by CFX's Manager of Traffic Operations or his designated representative. Occasionally, overtime may be needed for emergency work to resolve device, power or network issues. Overtime shall be limited and used only when completely necessary. Overtime shall not be used to make up for an understaffed condition unless prior approval is given in writing by CFX. All overtime shall be subject to Authority approval and discretion.
- From time to time, the Contractor will be required to install manufacturer recommended software and firmware updates and patches to all command and control servers, serial access servers, stand-alone controllers (e.g., DMS controllers), integrated controllers (e.g., command control receivers in cameras), and electronic or programmable components described in this Scope of Services. The Contractor shall monitor manufacturer bulletins regarding updates at least on a quarterly basis. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. Software development will not be required.
- The Contractor shall provide software configuration and system administration changes as requested by CFX for the systems described in this Scope of Services. Examples of potential changes include modifying a user's permissions/priority level, adding new users, adding new DMS messages to pre-programmed libraries, updating user interface maps to reflect modifications to device locations, changing alarm notification settings, camera preset and text overlay settings, programming TMS for speed, volume and classification, and creating camera touring scripts. Other system changes include adjusting the cameras and radars of the TAPCO Wrong Way driving system (see Appendix F for system locations), managing and updating What's Up Gold and/or Solar Winds system management software and collection of field data for GIS asset documentation system. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. It shall be the responsibility of the Contractor to become fully knowledgeable and proficient in use of all CFX provided software network monitoring equipment prior to notice to proceed. Software development will not be required.
- The Contractor shall be responsible for maintaining all CFX owned power services required to supply power to the systems described in this Scope of Services, including but not limited to the repair of electrical pull boxes, electrical service wire, electrical conduit (above or below ground), transformers, disconnects, wiring terminals, fuses, and breakers. All power services shall be checked per preventive maintenance schedule and shall be replaced if necessary. All grounding shall be installed and maintained per NEC and CFX's grounding standards.
- The Contractor shall be responsible for the repair and replacement of all Surge Protection Devices (SPD) devices present as part of the systems described in the Scope of Services. All SPDs shall be properly grounded to the cabinet bus bar, which in turn shall be properly grounded to the cabinet single point earth ground.
- In the event that equipment for two devices is co-located in a single field cabinet (e.g. field equipment for a CCTV camera site co-located with a DCS site) the Contractor shall follow the stricter preventive maintenance schedule for all shared equipment at that site.
- All cabinets shall be clearly marked with a milepost location label both front and back.. Milepost locations are broken down in 100ths of a mile and run west to east and south to north.
- CFX is underway in implementing a system wide ITS cabinet standardization process. CFX may elect to task the Contractor to convert any remaining ITS 336S and 334 cabinets over to the new

design standard within the contract period. This shall include installation of Panduit brand or CFX approved equivalent cable management system. New standard color coding of insulated Cat5E cables shall be implemented per the CFX's network wiring diagram. Also, grounding modifications to the existing Local Hub cabinet may be required as part of the standardization process. Work shall commence at the discretion of CFX and shall be compensated as time and materials using rates established in the Method of Compensation.

- The Contractor shall support system-wide lifecycle ITS equipment upgrades and replacements as identified in the 5-year Capital Workplan.
- The Contractor shall coordinate and respond to device issues reported by the FDOT District Five Regional Traffic Management Center (RTMC). RTMC Operators utilize the CFX's Cameras, DMS, and other ITS subsystems. The Operators utilize an email system and a contractor provided toll free number to notify CFX and Contractor of device issues. The Contractor shall respond to RTMC email messages and phone calls 24 hours per day, seven days a week. The procedure for responding to RTMC email and phone calls messages is as follows:
 1. When an email or phone call message regarding a CFX ITS issue is received, the Contractor shall immediately contact the RTMC for a description of the problem. At that time, the Contractor shall request the operator to broadcast an email message notification that that Contractor is responding to the issue.
 2. After the repair is complete, the Contractor shall contact the RTMC immediately to verify the issue has been resolved. If the repair is successful, the Contractor shall request the RTMC operator to send an email message indicating that the issue has been resolved.

2.2 Concurrent Major Construction Contracts

CFX reserves the right to add or subtract ITS equipment from the scope of services, as deemed necessary. The Contractor shall provide maintenance services for said equipment at the labor and material rates established in the Method of Compensation. Examples of the addition or subtraction of equipment could include:

- Addition of new devices deployed as part of the future projects or other system expansion projects.
- Subtraction of devices to be maintained by others, including those maintained by the I-4 Ultimate project or other CFX construction project as directed by CFX.

3.0 MAINTENANCE AND REPAIR WORK

Except for emergency maintenance work directed by CFX, no ramp closures, lane closures, or work that impacts the flow of vehicular traffic will be permitted on the following holidays unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from CFX:

- Memorial Day and the Saturday and Sunday immediately preceding Memorial Day;
- Independence Day;
- Labor Day and the Friday, Saturday, and Sunday immediately preceding Labor Day;
- Thanksgiving Day and the Friday, Saturday and Sunday immediately following Thanksgiving Day
- December 24 through January 2, inclusive.

During these periods, the Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the maintenance of traffic requirements. The only exception will be in the event of a civil or weather emergency, in which the Contractor shall be notified and placed on standby.

3.1 Emergency Maintenance Work – Four (4) Hour Response and Repair

Emergency maintenance work will typically be required when a device or component of the device results in the failure of critical system elements, or at the CFX's discretion. Examples of critical failures include multiple device failures or network outage, a Walk-in DMS failure, a Lane Control DMS failure and subsystem failures. Contractor shall always provide an on-call point of contact (24 hours per day, 7 days per week). Emergency work will be required all hours, Monday through Sunday, including Holidays. The Contractor shall arrive on site within two (2) hours of notification of an emergency. Emergency work shall be completed by the Contractor within two (2) hours of the technician arriving on-site. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required emergency maintenance response and repair time, the Contractor shall be subject to a penalty of \$250.00 per hour for each hour or fraction thereof that exceeds the 4-hour maximum response and repair time.

3.2 Non-Emergency Maintenance Work – Twenty-four (24) Hour Response and Repair

Non-emergency maintenance work will typically be required when a device or component of the device has failed and must be repaired in order for the system to function as expected, or at CFX's discretion. Non-emergency work will be required between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Non-emergency work shall be completed by the Contractor within 24 hours after notification by CFX or from the issuance of the daily checklist. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required maintenance response and repair time, the Contractor shall be subject to a penalty of \$100.00 per hour for each hour or fraction thereof that exceeds the 24-hour maximum response and repair time.

3.3 ITS System Monitoring

The Contractor shall perform daily on-site ITS system monitoring as part of its preventive maintenance services. This shall involve a once-daily check each weekday morning by the Contractor from CFX Headquarters confirming the operational status of every ITS device on the system. Should issues be noticed with any device, the Contractor shall immediately notify CFX. Items that should be checked daily include (but are not limited to):

- Quality and presence of video from each CCTV camera
- PTZ of each CCTV camera
- Status and alarm codes from each front access and walk-in DMS
- Status of DCS sites
- Independent status and visual confirmation that each walk-in and front access DMS is displaying the message indicated by the DMS control software
- Status of all Wavetronix TMS readers
- Status of all Blynscy Readers
- Status of all ITS devices within the Network Monitoring Software
- Status of Travel Time system/Data Server Reporting

- Status of Congestion DMS system
- Status of Wrong Way Driving System and Components
- Status of Permanent Generators for 528 Microgrid and DMS locations

CFX may add additional items to the checklist as deemed appropriate by the Manager of Traffic Operations. An example daily device checklist is provided in Appendix J. The daily device checklist shall be sent via email to a CFX provided distribution list on a daily basis each weekday morning. The checklist shall be submitted to CFX no later than 8:00 AM each weekday morning. At the end of the business day, the contractor shall provide a status update of each location identified during the morning check. The Contractor shall notify CFX if device issues are discovered at locations that are under the responsibility of construction projects. The Contractor shall coordinate repairs within construction project limits with CFX and construction project managers. The Contractor shall also store the Daily Device Checklist on the Control Room Computer “shared drive” folder under “Daily Device Checklist”. This folder shall be organized by week, month and year for easy reference.

3.4 Work Assignment and Planning

Work assigned to the Contractor will be accomplished through a Work Order process. Work orders shall be prepared by the Contractor based on issues detected through the daily system check, plus any additional issues discovered through direct observation, reported by the RTMC, or reported by CFX staff/representatives. Said work orders shall be submitted to and approved by CFX prior to starting work. From time to time, CFX may make an exception in order to restore the operation of critical devices. In such cases, the Contractor shall submit an appropriate work order for approval by the next business day. CFX reserves the right to deny compensation for work that was not properly authorized by an CFX approved work order. A sample Work Order form is attached as Appendix K. The form may be modified as necessary for this project.

When a work order is issued for a specific location, that work order includes the full repair and function of the site within a 4 to 24 hour time frame. It is the responsibility of the Contractor to resolve the root cause on the initial work order. The Contractor shall warranty their work for a period of no less than 21 days. Root causes shall be described as the reoccurrence of the same symptoms (no video, no ptz, no communication...etc.). If a symptom is determined to reappear due to other causes not connected to the original symptom, a new work order shall be permitted.

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the penalties as stated the Contract.

All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. CFX is using an ESRI platform to manage ITS infrastructure in a GIS system. The Contractor shall provide individual licenses for each technician to ArcGIS Online to allow for mobile access to CFX’s georeferenced database of ITS infrastructure. The Contractor shall also have access to the CFX’s OSP Insight software. The process for updating the GIS system will be defined by CFX standard operation procedure and will include input from the Contractor in order to maintain the accuracy of the system. If the Contractor performs any repairs that change the geographic layout by more than one (1) foot, the Contractor shall collect GPS coordinates and provide them promptly to CFX. The Contractor shall provide the updated GIS information based upon CFX provided standard operating procedure. . Updating of the software will be provided by others.

Upon completion of the assigned work the Contractor shall notify a CFX representative and certify that the work is completed. All work completed will be reviewed by a CFX representative, to verify quantity and quality prior to approving the final Work Order for payment.

Should inclement weather limit or stop the Contractor from working, the Manager of Traffic Operations or CFX representative shall be notified of work stoppage. The services under this contract shall be considered “Essential Services” as defined by state and local government authorities. The contractor shall make themselves available during civil or weather emergencies as requested by CFX.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the CFX ITS specifications. The certification shall be accomplished by signing and returning the work order.

Acceptable work quality will be determined by the Manager of Traffic Operations, or his designated representative. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. Unless otherwise directed by CFX, repairs should be directed toward fixing the root cause of issues. CFX reserves the right to withhold payment for repeated, incomplete repairs at a site that do not solve the root cause of a recurring issue until a successful permanent repair has been made. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

Payments to the Contractor for work completed will be in accordance with the Method of Compensation.

3.5 Sub-Contractors

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 meet the same skills and experience requirements outlined in this contract for the prime contractor as necessary to properly perform the Work assigned. Specialty subcontractors are permitted, skill and experience requirements shall apply to the type of work effort assigned to the subcontractor. Subcontractors shall hold a valid certification in disciplines outlined in CFX specification 600 (See appendix G).

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work assigned; 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 protect, defend, 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.

3.6 Correction of Deficiencies

When deficiencies are indicated in a review, the Contractor will immediately implement an action to eliminate the deficiencies. Remedial actions may include further training of the Contractor’s personnel at the Contractors

cost (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate, replacing materials, installing new materials and meeting the Contract terms. The Contractor shall present to CFX, a remedial action plan to resolve such deficiencies within seventy-two (72) hours of discrepancy being reported or as approved by CFX on a case-by-case basis.

4.0 JUPITER VIDEO WALL MAINTENANCE AND RESPONSE TIMES

The Contractor shall comply with the following response requirements for performing repair services for Video Wall Failures:

Table 4.1: Jupiter Video Wall Repair Services Response Times

Type of Failure	Type of Repair	Requirement	Response Times
Video Wall Failures	Repair Services	Initial acknowledgement time	Response within 15 minutes from time of initial failure notification.
		On-site arrival at the CFX Control Room	Response within 4 hours from time of initial failure notification.
		Repair time	Repair within the time approved by CFX

The request of service can either be in the form of an email or a phone call to the Contractor. The Contractor shall be responsible for providing and updating all required contact information (fax number, mailing address, email address and emergency telephone contact numbers) to CFX. Routine repairs such as firmware or Windows updates shall not occur during the hours of 8 AM through 5 PM Monday through Friday. Only emergency repairs (emergency is defined as a down system) shall occur during normal business hours.

4.1 Repair Services

Repair Services for this Contract are repairs/replacement and software updates of video wall components due to equipment malfunction and/or end of life replacement. This includes the Crestron touch screen control panel and Sony video conferencing units. Video Wall Reconfiguration Services

When requested by CFX, the Contractor shall be responsible for configuration of the video wall after any software, firmware and hardware upgrades or updates from new CCTV devices installed in on-going construction projects. The Contractor shall provide training, document the changes and provide a backup of the original configuration as a standby to minimize video wall downtime.

5.0 FIBER OPTIC NETWORK (FON) DESCRIPTION

This description is provided as background information only. Maintenance of the FON backbone cable is performed under a separate maintenance agreement and is not a part of this Scope of Services. The Contractor shall coordinate with the CFX's FON Maintenance Contractor where necessary to isolate the

cause of a failure related to ITS electronic devices or to the fiber optic infrastructure. The Contractor shall be responsible for system-wide maintenance and repair of fiber optic feeder cable and fiber optic drop cable, as well as repair of all associated conduit.

The FON serves the CFX's immediate and long-term telecommunications needs for data, voice and video transmission and to support future ITS applications. The FON covers the length of S.R. 408 (East-West Expressway), the CFX's portions of S.R. 528 (Beachline Expressway), S.R. 417 (Central Florida Greene Way), S.R. 429 (Western Expressway and Wekiva Parkway), S.R. 451, SR 453, S.R. 414 (John Land Apopka Expressway), S.R. 551 (Goldenrod Road Extension) and SR 538 (Poinciana Parkway) for a total of approximately one hundred twenty five (125) centerline miles. The FON provides linked telecommunications services for CFX between its Orlando headquarters office, mainline toll plazas, ramp toll plazas, and the FDOT Regional Traffic Management Center (RTMC). A third party is leasing a portion of the conduit capacity that was installed with the FON.

The FON supplies the physical connection for the CFX's Gigabit Ethernet based fiber optic network with conduit that extends along both sides of the right-of-way in a route-redundant configuration. The outside-plant infrastructure includes single mode fiber optic cable, high-density polyethylene (HDPE) conduit, tone wire, manholes, splice closures and other related peripheral equipment. The outside cable plant utilizes a conduit bank of eight or nine one-inch inner diameter ducts installed along the CFX's facilities on both sides of the right of way. This conduit bank also contains an HDPE-insulated #12 solid copper tone wire installed inside one of the 1" HDPE conduits to accommodate the locating of the FON. It is now the policy of CFX to install all copper tone wire within a 1" HDPE SDR 11 conduit. Connection to the FON backbone occurs through lateral runs of 2 or 3-1" HDPE conduits with 12-count fiber optic drop cable in the blue conduit. The fiber optic drop cable shall be used to connect all ITS elements including, but not limited to, DMS, CCTV, DCS, TMS, etc. to the FON backbone or feeder cable. The orange conduit within the drop cable conduits is reserved for spare.

6.0 RADIODETECTION LMS REPAIRS

6.1 Description

The Contractor shall furnish maintenance services for the CFX's Radiodetection® Line Management System (LMS). This serves the CFX's need for locating and tracing buried fiber-optic cable. Each LMS unit (bay-mounted transmitter) sends a tone at a 512 Hz frequency along the underground tone wire, which can be detected using a Radiodetection® RD8100 PDLG receiver or an approved equivalent that can receive a 512 Hz frequency. FON laterals (side legs) to Ramp Plazas and ITS device sites are located manually using any portable transmitter and receiver that can transmit and receive a tone at an 8 kHz frequency. The Contractor shall be responsible for providing and maintaining one Radiodetection RD8100 PDLG receiver for locating purposes. If necessary, at its discretion, CFX shall provide additional units to the Contractor based upon workload. The cost of the Contractor provided receiver shall be considered incidental to the contract pay items.

The Contractor shall furnish maintenance services for the CFX's existing LMS equipment (See Appendix A). This equipment includes:

LMS Units – four LMS units are located at Forest Lake, Boggy Creek, Curry Ford, and Pine Hills Mainline Toll Plazas, as well as ACT I-P modules side leg terminators for locating the FON (See Appendix A). Each LMS unit has four individual operating lines, which distribute individual tones at a 512 Hz frequency in four different directions. Each existing individual operating line currently extends anywhere from one (1) to twenty-eight (28) miles from the LMS transmitter.

ACT E/W Units – The ACT E/W provides an access point for troubleshooting as well as surge protection on LMS lines that exceed approximately ten (10) miles in length. The ACT E/W units are installed at various locations throughout the LMS systems. Please see Appendix A for locations of the units.

ACT I-P and Tone Wires – at Ramp Toll Plazas, Translaterals, and other locations there is a tone wire (side leg) that is spliced to the main operating line (tone wire). An ACT I-P module is attached at the end of the side leg in a pull box, wall mounted junction box, or manhole. The ACT I-P module (side leg terminator) has a 3-ohm resistor in it that draws a small amount of current from the main tone wire so that the side leg is locatable with the LMS but leaves the bulk of the current on the main tone wire. The side leg terminator also acts as a suppression device. In some areas the side leg is too close to the main tone wire and therefore will need to be located with a portable transmitter to accurately locate the side leg. This can be accomplished by attaching directly to the tone wire at the side leg terminator. At ITS device locations, the side leg tone wire is generally NOT attached to the main tone wire and will have to be located using a portable transmitter. The tone wire access point at CCTV camera locations is the pole mounted CCTV cabinet.

6.2 General Requirements

The Contractor shall have a technician available to repair CFX's LMS. The Contractor shall coordinate with a CFX representative to test the tone wire system and document the Radiodetection™ LMS voltage and current (milliamps) readings within thirty (30) days from the NTP. Initial system testing shall be paid for using established unit labor rates. The Contractor shall submit a written report to CFX documenting the voltage and current (milliamps) readings from the LMS system test within five (5) days of the completion of LMS testing. The Contractor shall test the tone wire system and document the Radiodetection™ LMS voltage and current (milliamps) readings on a quarterly basis, or as directed by CFX.

This test shall include a meeting with a CFX representative and visit to the Radiodetection™ LMS sites to document the voltage and current (milliamps) readings of the devices. The next step will be to accompany CFX representative to the end of each Radiodetection™ LMS leg to obtain a current (milliamps) reading.

Upon LMS system repairs, the Contractor shall revisit the affected locations with a CFX representative to recheck the voltage and current (milliamps) readings of the Radiodetection™ LMS. The Contractor shall submit a written report to CFX documenting the voltage and current (milliamps) readings from the LMS system test. Upon repair, the readings shall be within 10% of the original readings.

7.0 TONE WIRE REPAIRS

The Contractor shall have a technician available to repair the tone wire as needed. Tone wire repairs shall be performed as non-emergency work as described above.

All tone wire shall be installed in the ninth (9th) black with red stripe conduit. In duct banks containing only eight (8) conduits, the tone wire shall be installed in the yellow conduit. In cases where fiber runs point to point in grey 2" conduit, a #12 AWG, stranded or solid single conductor copper core, per CFX specification 638 shall be installed in the spare 2" gray conduit adjacent in the run. No tone wire shall be brought into any communication hub but shall be terminated in the closest pull box outside or adjacent to the cabinet.

The Contractor shall be capable of troubleshooting and finding faults in the tone wire for all necessary repairs. The Contractor shall also provide associated field equipment (e.g., backhoes, etc) to complete the repair work. The Contractor shall use #12 AWG, stranded or solid single conductor copper core, as defined in CFX Specification 638.

The Contractor shall also utilize a 3M Electrical Products Division DBY-6 or DBR-6 encapsulated splice enclosure kit for all tone wire repairs as defined in CFX Specification 638.

The Contractor shall take digital photos prior to and after all repairs. The Contractor shall maintain these photos with its paperwork associated with the work. In the event, that any repairs change the geographic layout of the tone wire by more than 1 foot, the Contractor shall take and provide GPS coordinates to update OSP Insight to maintain the accuracy of the CFX's GIS database.

8.0 FIBER OPTIC CABLE / CONDUIT

8.1 Description

In order to connect the various ITS devices to the FON, 12-count fiber optic drop cables are used. These drop cables are placed inside a 1" HDPE conduit that connects the ITS device cabinet to the nearest feeder cable. Two or three conduits are run to each device cabinet, with fiber in one of the conduits, tone wire in the second conduit (if available) and the third conduit reserved for future growth. To connect the drop cable to the FON, 72-count fiber optic feeder cables may be used. These feeder cables are placed inside of a 1" HDPE conduit and run parallel to the FON backbone. Feeder cables do not enter any ramp plaza or service center.

The Contractor shall be responsible for providing emergency and non-emergency response repairs to all fiber optic feeder cables (72-count), drop cables (12-count), Multi-mode communications cable and associated conduit that is not part of the FON backbone. The FON backbone cable is currently monitored and maintained under a separate CFX contract.

8.2 General Requirements – Fiber Optic Cable

- The Contractor shall provide fiber optic cable and splice closures per CFX specification Section 633.
- The Contractor shall provide calibration documentation with manufacturer name, model and serial number for all fiber optic equipment to be used on CFX's system. This includes all Optical Time Domain Reflectometers (OTDR), Fusion splicers and other calibrated fiber optic equipment. All equipment must be calibrated annually, and a copy forwarded to CFX at the beginning of each contract year stating calibration has been completed. No mechanical splices shall be permitted.
- The Contractor shall be required to furnish all accessories associated with splice closures, and all accessories shall be manufactured per CFX specifications.
- The Contractor shall use only fusion splices to repair damaged fiber optic cable per CFX specification Section 633. Contractor shall inspect and test each fusion splice for mechanical integrity and optical performance. Splices shall not exceed 0.05 dB additional attenuation.
- All incidental equipment, which is necessary to complete the repair, but not specified herein shall be provided by the Contractor as necessary to provide a complete and functional repair.
- The Contractor shall test every fiber optic cabling link of the repair using an Optical Time Domain Reflectometer (OTDR). Prior to OTDR testing, the Contractor shall submit to CFX, in approved format the calculated link attenuation loss based on optical cable loss and splice loss for approval. Once calculated and approved, the fiber loss for each fiber link will be the minimal acceptance

benchmark for OTDR acceptance testing. See the CFX's Fiber Cable Specification Section 633 (Appendix G) for additional details on OTDR testing.

- The Contractor shall perform optical attenuation testing for all fibers within each single mode fiber optic cable at 1310 and 1550nm.
- The Contractor shall perform bi-directional end-to-end OTDR tests at 1310nm for installed single mode fiber optic cable. Splice losses shall be OTDR tested bi-directionally and the algebraic average shall not exceed 0.10 dB, measured at 1310nm.
- The Contractor shall prepare and submit all test procedures, setup parameters including test jumper length and loss, and data forms for the tests to CFX for approval. The Contractor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests.
- The Contractor shall maintain records of all testing including measurements made. These records shall be provided to CFX with the monthly invoice.

8.3 General Requirements – Communications Conduit

- The Contractor shall use unsheathed bundles of high-density polyethylene (HDPE) communication conduits for general repairs. The work may also include sections of HDPE conduit bundles encased with PVC or bullet-resistive fiberglass. The system does contain black steel pipe (BSP), or cast-in-place concrete for extra mechanical protection
- HDPE conduit shall be smooth wall SDR 11 or thicker and PVC shall be Schedule 40 or Schedule 80 only per CFX specification 638.
- All conduit repairs shall use the same materials present prior to the repair request unless otherwise approved by CFX. See CFX Specification 638 (Appendix G) for details on acceptable types of conduit. The exception to this is black steel pipe (BSP). BSP is no longer used and shall be replaced if needed with HDPE, PVC or split PVC.
- All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.
- Conduit runs between manholes shall have no more than cumulative 270 degrees of bends or offsets. Also, individual conduit bends shall not exceed the minimum bend radius of a 72-strand single-mode fiber optic cable. All conduit curves shall have a minimum bend radius of twenty (20) feet unless otherwise specified.
- The Contractor shall make all joints using electrofusion couplers.
- Make conduit field cuts square and remove all burred edges.
- The Contractor shall thoroughly seal all conduit systems such that they are airtight and do not allow the ingress of water, dirt, sand and other foreign materials into the conduit prior to, during and after repair.
- In the event that any repairs or new installation change the geographic layout of the conduit by more than one (1) foot, the Contractor shall take and provide GPS coordinates to update OSP Insight to maintain the accuracy of the CFX's OSPInsight database.

9.0 DESCRIPTION OF ITS SYSTEM

9.1 Introduction

The following section provides a general description of each type of ITS device currently deployed on CFX's system or is planned to be deployed prior to the completion of the initial term of the Contract.

9.2 Closed-Circuit Television (CCTV) System

There are currently two hundred sixty-two (270) CCTV cameras on CFX network. Future deployment projects are likely to add more H.264 HD additional cameras over the initial term of the contract. Further information on the make and models of the existing CCTV can be found in CFX specification 686.

See Appendix B for a description of the CCTV camera locations. All CFX cameras are High Definition and transmitting H.264 format. Video on the IP network is capable of being multicast to multiple locations simultaneously while utilizing less overall bandwidth.

These installations appear in two varieties:

1. A point to point connection that utilizes a 12 strand drop cable and layer 2 media converters from the local enclosure to the main cabinet. The Ethernet switches at the main cabinet are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent or single Mainline toll plazas to provide redundancy.
2. A 12-count fiber optic drop cable is utilized to provide a redundant connection. Four (4) of the fiber optic strands are utilized (Transmit and Receive in each direction). The drop cable is spliced to a 72-count feeder cable where other Layer 2 Ethernet switches are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent or single Mainline toll plazas to provide redundancy.

9.3 Data Collection Sensor (DCS) System

There are currently approximately one hundred eighty-eight (188) Data Collection Sensor (DCS) sites operating on the Expressway Authority System. Future deployment projects will likely add additional units during the initial term of the contract.

See Appendix C for a description of the DCS locations.

A Yagi or other direction type antennas (10 dB or 16 dB) are mounted on a sign structure to capture Transponder Reads which is used to determine travel times on the system. The antenna is connected to the DCS RF/Reader Module using LMR cables. The DCS RF/Reader Module mounted near the top of the sign structure upright in an RF/Reader module cabinet, outputs an Ethernet signal to the communications equipment in the primary field cabinet.

The sensors communicate to the Mainline plazas through Gigabit Ethernet Field Switches installed in the primary field cabinet.

In addition to the RF/Reader modules, CFX is currently performing a pilot test program utilizing Blynscy Bluetooth/WIFI/TPMS detectors. There are approximately 20 units deployed on SR 528 for testing. This

technology is being tested on the system as a potential alternate detection device for the CFX Travel Time System. CFX may elect to evaluate additional reader technologies for implementation in this system over the course of the contract duration.

9.4 Traffic Monitoring Stations (TMS) System

There are currently approximately four hundred and forty-seven (447) traffic monitoring station sites operating on the CFX System. For TMS location, see Appendix D.

The traffic monitoring stations consist of Wavetronix SS125 or SS126 (HD) units installed on CFX ramps and mainline locations. These sensors obtain speed, volume and classification of vehicles. It is critical Wavetronix manufactured cables are used exclusively with these readers.

9.5 Portable Highway Advisory Radio (HAR)

CFX currently has one (1) portable HAR unit throughout the ITS system, manufactured by Highway Information System (Model Solar Max). The HAR is powered by a combination of solar power and batteries used to supply 12V DC power.

9.6 Front Access Dynamic Message Signs (DMS)

CFX currently operates seventy-seven (78) front access Dynamic Message Signs at locations shown in Appendix E. Four (4) DMS are installed per plaza, two in each direction. Each DMS is installed on a full-span truss in advance of the Mainline Toll Plaza Express Lanes. In addition, Front Access DMS are also installed on various arterial roads accessing the CFX System.

The signs communicate with the network via Gigabit Ethernet Field Switches installed within the ground or pole mount cabinet.

In all cases, the DMS are controlled remotely using the SunGuide software installed on the toll plaza supervisor's computer. The signs can also be operated locally using a laptop computer from the local ground or pole mount cabinet.

9.7 Walk-in Dynamic Message Signs (DMS)

CFX currently operates fifty-five (55) Walk-in Dynamic Message Signs at locations shown in Appendix E. Future deployments projects will likely add additional Walk-in DMS over the initial term of the contract. These signs are centered over the travel lanes and typically display travel time information to CFX customers. The signs feature walk-in access and are accessible via catwalks from the roadway shoulder.

The signs communicate with the Mainline plazas via Gigabit Ethernet Field Switches. For Skyline signs, the Ethernet switches are installed inside the DMS housing. For Daktronics signs, the Ethernet switch is installed within the ground or pole mount cabinet. The Ethernet field switch connects directly to an Ethernet port on the DMS controller.

In all cases, the DMS can be controlled remotely from each mainline toll plaza, CFX HQ or at the Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) using existing Skyline, Vanguard, LEDStar or SunGuide DMS client software (depending upon the manufacturer of the sign). Each sign can also be operated locally using a laptop computer from a local pole or ground mount cabinet.

CFX is in the process of replacing all Skyline DMS with new walk-in DMS. The majority of these signs will be replaced under CFX project 599-545. As each Skyline sign is replaced the ITS Maintenance Contractor shall be required to access, remove and inventory any spare working components essential to maintaining the remaining Skyline signs on the system. CFX has currently identified LEDStar and Daktronics as replacement DMS under this effort.

9.8 Wrong Way Driving Countermeasures System (WWD)

CFX has deployed Wrong Way Driving Ramp Detection System at thirty-nine (38) locations on the expressway system. The system is manufactured by TAPCO Traffic Control. See Appendix F for locations of the WWD systems.

The key components are four 12-square foot “Wrong Way” signs with two rectangular rapid flash beacons on each one or with embedded LEDs within the sign panels. The first pair of signs contains a controller cabinet and attached incoming and outgoing detectors with wide angle cameras that can detect wrong way traffic, set off the beacons and send alerts and photos to the Regional Traffic Management Center (RTMC) within 12 seconds or less. This system also includes a UPS backup system that is network managed. Two additional “Wrong Way” signs with two rectangular rapid flashing beacons per sign and one confirmation camera are located approximately 500 feet upstream activated by the primary WWD detection.

In addition to the Ramp Detection system, CFX has deployed ten (10) Mainline Wrong Way Detection Systems throughout the expressway system. This system is manufactured by TAPCO Traffic Control. This system consists of one incoming thermal detection camera which is mounted on a sign structure over the detection lanes. The camera communicates through ethernet connection back to the remote TAPCO WWD cabinet located at the structure. This cabinet uses a Cellular Modem to transmit the WWD alert back to the RTMC.

9.9 Bridge Lighting System

CFX has an active Bridge Lighting System (BLS) that illuminates the dual spires on the Crystal Lake bridge. The BLS system consists of 32 cable lights (16 on each side of the bridge) and 16 spire lights (8 on each spire). Each Spire also consists of 2 Data Enable pro LED control modules manufactured by Color Kinetics. The BLS is controlled by a primary and secondary Pharos lighting controller model LPC.

9.10 Wireless Access Point

CFX currently uses a wireless access point at the SR-417/Boggy Creek interchange to manage a remote ADMS. The wireless access point consists of an Extreme AP-7562-67040 unit which is installed on both CFX and GOAA property.

9.11 Future ITS Deployments

CFX is currently under design on a few pilot projects that will be deployed during the initial term of the contract:

- Solar Farms / Solar DMS – CFX is in the process of deploying Solar Farms in the vicinity of the Hiawasse Mainline plaza. The deployment will provide power to the plaza utilizing elevated ground mount solar panels. Solar technology will also be deployed to provide main power to a Daktronics DMS. The DMS located on SR 429 at MM 11.8 has been selected to be converted to Solar power utilizing floating panels installed on an existing pond nearby. Within the 5-year work

plan CFX has allocated funds for 9 additional solar sites located at either Mainline Toll Plazas or the Head Quarters building.

- Part Time Shoulder Use (PTSU) – CFX is currently under design on the widening of approximately 35 miles on SR 429 and SR 417. The roadway widening will include the installation of a 19' wide inside shoulder to be used during congestion as well as a lane control system. The lane control system will consist of DMS installed over each lane at half mile intervals and an additional incident management sign at selected locations. The project is expected to add approximately 560 dynamic message signs, 140 new ground mount cabinets and an additional 72 SM fiber installed on each side of the roadway throughout the project limits.
- Extension/Expansion Projects: The expansion or extension of the CFX roadway will include the addition of ITS devices (CCTV, TMS, DCS, DMS, ADMS, WWD) along the proposed routes. As part of the CFX 5-year work plan, CFX has allocated funds for the possible extension/expansion of the following roadways:
 - Lake/Orange County Connector: Extension of 3.8 miles
 - Poinciana Parkway Extension: Widening of 7 miles; Extension of 2.7 miles
 - Osceola Parkway Extension: Expansion of approximately 9 miles of the system
 - SR 414 Direct Connection: Expansion of 2 miles
- Generator Backup System – As part of a current DMS replacement project, 3 DMS and 3 load center backup generators will be deployed for testing. The project will include the replacement of 14 Skyline DMS with 11 LedStar and 3 Daktronics signs. The backup load center generators will be installed on SR 528 east of the Beachline Mainline plaza. These generators will provide backup power to the 3 main load centers that distribute utility power to the ITS devices along the roadway.

Payment for repairs and maintenance to future devices will be made utilizing existing pay items or a supplemental agreement.

10.0 GENERAL MAINTENANCE REQUIREMENTS OF ITS DEVICES

10.1 Common Requirements

The Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the ITS system, including but not limited to the following:

- Communications cables
- Total ground system including grounding array
- Fiber optic patch panel
- Fiber optic patch cords
- Fiber Optic Drop Cable (12-count)
- Fiber Optic Feeder Cable (72-count)

- Gigabit Ethernet Field Switch
- Hardened Terminal Servers
- Uninterruptible power supplies and Remote Power Management devices
- Power and data SPD
- Power supplies
- Cabinet and auxiliary cabinet
- Miscellaneous electrical equipment including outlets, circuit breakers, and light bulbs
- Electrical service equipment, conduit, and service wire between the power company point of service and the ITS device.
- All other ancillary equipment
- All devices described in the scope of services
- At the mainline toll plazas, the specific equipment covered includes:
 - Fiber optic patch cords, patch panels, cabling and connectors used by the ITS system

The Contractor shall be responsible for ITS system repairs and shall be paid for these repairs as described under the Method of Compensation.

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

The Contractor shall provide any lifting device that may be required to access installed ITS device and associated cabling. The lifting device shall comply with OSHA Safety standards. The Contractor shall train all maintenance staff associated with this project in maintenance activity safety.

10.2 Closed-Circuit Television (CCTV) System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the CCTV system, including but not limited to the following:

- CCTV cameras
- CCTV poles and grounding arrays
- CCTV lowering devices
- SunGuide Interface
- Video Wall

Where the existing cameras are installed and settings are stored within the camera electronics, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. This includes video annotation to identify the camera privacy zones, compass headings, and preset settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall validate by using a PDA or laptop computer that the camera/PTZ control and Video properly functions at the installation site and remotely.

The Contractor shall provide appropriate test equipment to verify that the CCTV related electronics are performing to specification. At some CCTV sites, previously installed analog cameras were replaced with HD cameras utilizing Ethernet adaptors. The Ethernet adaptors use existing two wires to transmit an ethernet signal to the camera.

10.3 Data Collection Sensor (DCS) System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the DCS system, including but not limited to the following:

- Antennas and mounting brackets
- Antenna cables
- RF/Reader modules
- Communication cables
- Pole (if applicable)

Where a new DCS RF/Reader Module is installed, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall verify using a laptop that the DCS site is accurately reading AVI transponders as defined in CFX Specification 663 (Appendix C).

The Contractor shall provide appropriate test equipment to verify that the DCS related electronics are performing to specification. An RF wattmeter shall be included to test the RF output from the RF/Reader Module.

The Contractor shall coordinate as needed with Southwest Research Institute (SwRI) to verify DCS system functionality and ensure proper re-integration of DCS into the Data Server System after DCS repairs are made.

The Contractor shall assist with deployment of Bluetooth or other technology-based reader system as directed by CFX.

10.4 Traffic Monitoring Stations (TMS) System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the traffic monitoring station system, including but not limited to the following:

- Sensor/antenna units
- Replace manufacturer cabling
- Click! TM modules
- Terminal Servers
- All other ancillary equipment

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

10.5 Portable Highway Advisory Radio (HAR)

In addition to the items listed in Section 10.1, the Contractor shall provide maintenance services for all portable Highway Advisory Radio (HAR) Systems on CFX Network.

The Contractor shall be available on a 24 hour per day, 7 days per week basis to change messages on the portable HAR as directed by CFX.

At CFX's direction, the Contractor shall relocate any portable HAR unit to any location along the CFX's roadway system. Contractor will be paid applicable hourly labor rate(s) for ordered relocations. Cost for vehicle(s) to transport portable DMS will not be measured separately for payment. It is the responsibility of the Contractor to provide a vehicle capable of safely pulling the trailer on and off of the highway. NOTE: each portable HAR trailer weighs approximately five thousand (5,000) pounds with a tongue weight of approximately five hundred (500) pounds. Prior to relocating a portable HAR unit, the Contractor shall:

- Ensure unit is in travel position and locked down.
- All hurricane strapping and anchors are removed and kept for reinstallation at new location
- Raise and store stabilizers in travel position.

10.6 Front access Dynamic Message Signs (DMS)

In addition to the items listed in Section 8.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Front Access DMS system, including but not limited to the following:

- DMS Enclosure and all associated components including, but not limited to:
 - DMS Controller
 - LED display modules
 - Fans and motors
 - Heat tape
 - Internal power and data cabling
 - Power Supplies
- Pole or ground mounted cabinet enclosure and all internal components including:
 - Electronic interface board
 - Power outlet
 - Laptop Tray
 - DMS Controller
 - Power Supplies

- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).
- Lateral fiber optic cable, conduit, and tone wire connecting equipment in the DMS enclosure or local cabinet to the manhole that provides access to the fiber optic backbone or feeder
- Splices and splice enclosures that connect the lateral fiber optic cable to the fiber optic feeder cable.
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The sign maintained under this Contract are manufactured by Daktronics. Further information on the signs can be found in CFX specifications in Appendix G. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays. In addition to Daktronics signs, CFX will be utilizing LEDStar Front Access signs as part of the Part Time Shoulder Projects.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX's custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from a DMS client and Sunguide software at CFX Headquarters and the RTMC.

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

10.7 Walk-in Dynamic Message Signs (DMS)

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the DMS system including but not limited to the following:

- DMS Enclosure and all internal components including, but not limited to:
 - DMS Controller
 - LED display modules
 - Fans and motors
 - Heat tape
 - Internal power and data cabling
 - Power Supplies
 - Surge Protection Devices
- Pole and Ground mounted cabinets and all internal components including:
 - DMS Controller

- Power Supplies
- Surge Protection Devices
- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).
- Lateral fiber optic cable, conduit, and tone wire connecting equipment in the DMS enclosure and pole or ground mount cabinet to the manhole that provides access to the fiber optic feeder cable.
- Splices and splice enclosures that connect the lateral fiber optic cable to the fiber optic feeder cable
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The signs maintained under this Contract are manufactured by Skyline and Daktronics. Contractor is made aware that a current DMS replacement efforts will introduce new full color signs manufactured by LED Star. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX's custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from the DMS client and Sunguide software at CFX Headquarters and RTMC

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

10.8 Wrong Way Driving System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the WWD system including but not limited to the following:

- Main Local Hub Cabinet housing TAPCO WWD equipment
- Main Tapco control cabinet and all internal components.
- Primary and Secondary WWD Signs and Poles.
- Secondary equipment cabinet and all internal components
- Rapid Flashing Beacons
- Embedded LED WWD Signs
- Incoming and Outgoing Verification Cameras
- Overview Verification Cameras

- Incoming Detectors (Radar, Laser, Thermal)
- Outgoing Detectors (Radar, Laser, Thermal)
- Wireless Transmitters
- All power and communications infrastructure and cabling.

10.9 Bridge Lighting System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Bridge Lighting system including but not limited to the following:

- Cable LED light panels
- Spire LED light panels
- Data Enabler Pro LED controller module
- Pharos Lighting Controller
- EPC Remote Power Manager
- All power and communications infrastructure and cabling.

11.0 I-4 ULTIMATE CONSTRUCTION AND COORDINATION

The Florida Department of Transportation is making improvements to the Interstate 4 corridor in the Central Florida area which affects a portion of CFX's SR 408 East-West Expressway. Until I-4 Ultimate project completion, the maintenance of ITS devices on SR 408 from just west of Tampa Avenue to Bumby Avenue, including those on ramps accessing I-4, will be managed by the Florida Department of Transportation's Concessionaire Team. All maintenance of ITS infrastructure, FON and devices shall be the responsibility of the Concessionaire's ITS Maintenance Contractor, for this area of SR 408 throughout the I-4 Ultimate construction period.

11.1 Responsibility of CFX's Contractor during the I-4 Ultimate Construction Timeframe

CFX's Contractor shall be responsible for maintaining the Daily Device Checklist along the SR 408 corridor and sending the checklist to the approved email list prior to 8:00 AM each weekday morning so the I-4 Ultimate contractor can troubleshoot and resolve the problem as quickly as possible. The CFX's maintenance Contractor shall not take responsibility for these devices but shall observe their status and report this to the Concessionaire's contractor. The Concessionaire's contractor shall be responsible for maintenance and construction of all ITS devices including the FON for the entire construction period. The Concessionaire's contractor shall also be responsible for maintaining their own spare parts inventory. The CFX's Maintenance Contractor shall not receive penalties for devices exceeding a down time of 4 to 24 hours within the I-4 Ultimate Concessionaire's limits of construction.

11.2 List of Devices I-4 Ultimate Devices Maintained by Concessionaire's Contractor on SR 408

Table 10.1: Devices under I-4 Ultimate Project

ITS Infrastructure	Number of Devices
CCTV Cameras	8
Dynamic Message Signs	2
Traffic Monitoring Stations	17
Data Collection Sensor	6
ITS Cabinets	14

12.0 SPARES

The spare parts inventory furnished by CFX to the Contractor shall consist of the parts shown in Appendix H. All spare parts supplied by CFX shall remain the sole property of CFX and shall be returned to CFX upon termination of this agreement. The Contractor shall maintain the quantities of spares noted in Appendix H as a minimum, unless otherwise directed by CFX. These quantities shall be provided to the Contractor by CFX within 30 days from the Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

The Contractor shall be responsible for housing all spare parts. Costs associated with housing the spare parts are considered incidental to the Contract Administration pay item. No extra compensation for housing the spare parts inventory shall be granted.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair cost. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify CFX. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. CFX shall be notified and copied on all correspondence.

The Contractor shall return to CFX any software, patches, or upgrades paid for by CFX upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test devices. The Contractor shall, on a monthly basis, review spares utilization and shall adjust inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide CFX with a complete and updated inventory in writing and on a compact disk (CD) on a monthly basis. The Contractor shall submit the format of the inventory to CFX for review and

approval prior to its use by the Contractor. All costs associate with documenting and maintain spare parts are considered incidental to the Contract Administration pay item.

Where a failure has occurred and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide CFX with information, in writing, related to why an appropriate spare was not available.

13.0 PREVENTIVE MAINTENANCE

13.1 Description and Common Preventive Maintenance

The Contractor shall provide preventive maintenance services for all system components described herein. The Contractor shall notify CFX of preventive maintenance activity and coordinate activity with CFX's operational needs for device up-time.

The safeguard and security of the CFX ITS network is paramount to providing uninterrupted service 24 hours a day, 7 days a week, 365 days a year. In order to fulfill this goal, all ITS devices shall have username and password changed as directed by CFX.

Equipment necessary to perform system preventive maintenance is incidental to the preventive maintenance pay item. These incidental items include, but are not limited to, materials, vehicles, tools, software, computer interface, etc.

CFX reserves the right to modify, cancel or add to the frequency and content of the Preventive Maintenance schedule at any time.

Preventive maintenance shall include the following items (as appropriate to the device being maintained) exercised at the following maintenance intervals:

- Quarterly
 - ITS Cabinet/Grounding Preventative Maintenance
- Semi-Annual
 - DCS Preventive Maintenance
 - CCTV Preventive Maintenance
- Annual
 - Front access DMS Preventive Maintenance,
 - Walk-in DMS Preventive Maintenance.
 - TMS Preventative Maintenance
 - WWD Preventative Maintenance
 - HAR Preventative Maintenance

- Bridge Lighting Preventative Maintenance

13.2 ITS Cabinet/Grounding Quarterly Preventive Maintenance

Preventive maintenance for ITS Cabinet/Grounding shall include but not limited to the following tasks:

- Check thermostat, heater, (and blower) for proper operation.
- Verify the cabinet grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If this is not possible due to the power panel a three-point measurement method shall be used. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify the cabinet SPDs are snapped securely to the Din Rail.
- Within the cabinet, verify the power service bus bar is isolated from the cabinet ground bus bar.
- Verify the adjacent pole meets 20 ohms or less and is attached to the same single point grounding system as the ITS cabinet.
- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the cabinet and cables between the cabinet and the ITS device for proper connections and colors per Ethernet wiring diagram. All cables shall be organized neatly using the cabinets cable management system per the ITS design standards.
- Inspect status indicators on SPDs and replace damaged units or modules.
- Inspect status indicators on RS-232 to RS-422 converters and replace damaged units or modules.
- Inspect air filters in field equipment cabinets and replace if dirty.
- Clean the cabinets of dust and insects
- Inspect the cabinets for environmental damage, lubricate door hinges and locks, check cabinet lights and fans for proper operation, check cables and connections for damage and corrosion
- Verify the cabinet has correct line power

- Each and every cabinet shall be clearly labeled on both outside doors with a 3M reflective label capable of being seen from the edge of roadway for easy identification. Replace labels as necessary.
- Verify all cables are correctly and securely terminated
- Verify that all cables are neatly installed in the Panduit cable management system and the Panduit Management System is not in conflict with the door.
- Verify each device is connected to the Remote Power Manager (RPM)
- Verify that the appropriate colored Ethernet cables are connected for each type of equipment based on CFX standards.
- Verify each device is labeled properly according to the outlet that is connected to the RPM. All RPM ports shall be utilized in a standardized device orientation throughout the system
- Verify that the din rail is grounded to the system ground Busbar
- Verify that power supplies, local control equipment, and transient voltage surge suppressors are securely mounted in Device Cabinet

13.2.1 ITS Cabinet/Grounding Preventive Maintenance (Remote Power Manager)

- Verify proper voltage is provided from each output port
- Verify proper voltage continues through output ports following disconnection from constant power source
- Verify that RPM is accessible through HTTP connection via a web browser
- Verify that RPM has been configured with proper location name and system information
- Verify that all ports are properly labeled corresponding to the device attached to the port and verify that port for the switch is configured to safe-reboot.
- Verify that SNMP settings are properly configured according to information provided by CFX.
- Access RPM from the web browser and turn power off/on to confirm remote power control functionality of all ports

13.2.2 ITS Cabinet/Grounding Preventive Maintenance (Universal Power Supply)

- Verify all LED lights on the front panel interface are operational
- Perform Self-Test on the UPS and verify there are no errors reported
- Verify proper voltage is provided from the output port
- Verify proper voltage continues through output port following disconnection from constant power source

- Verify with a digital multi-meter the voltage of UPS batteries and compare with UPS display of battery voltage
- Verify that UPS is accessible through the web interface
- Verify that UPS has been configured with proper location name and system information
- Turn off commercial power breaker in cabinet and verify that UPS power supports the functionality of all devices

13.2.3 ITS Cabinet/Grounding Preventive Maintenance (Ethernet Switch)

- Verify all connections, including correct installation of communication and power cables
- Verify CLI (Command Line Interface, Serial) and GUI (Graphic User Interface, Ethernet) are responding through Serial and Ethernet ports
- Verify System Identification Information is configured correctly
- Verify that standard port assignment convention is followed and all ports are labeled accordingly
- Verify firmware of switch is in accordance with approved range.

13.2.4 ITS Cabinet/Grounding Preventive Maintenance (Video Encoder)

- Inspect the quality and tightness of ground and surge protector connections.
- Verify proper voltages for all power supplies and related power circuits.
- Verify video image is present and free from oversaturation and any other image defect in both color and monochrome mode using local CCTV test monitor and analyzer
- Verify that the IP address, subnet mask, gateway and multicast have been configured properly
- Verify that System ID and location have been configured properly
- Verify serial data transmission through the DVE serial ports by performing PTZ functions

13.2.5 ITS Cabinet/Grounding Preventive Maintenance (Terminal Server)

- Inspect the quality and tightness of ground and surge protector connections
- Verify that the terminal server is configured with the correct IP address and site information
- Verify that Probe Interval, Count and Retransmission rates are configured properly
- Verify TCP Keepalive is enabled and configured with the correct settings
- Verify that the System description and contact information have been properly configured

- Verify that each individual port has been properly configured and labeled

13.2.6 ITS Cabinet/Grounding Preventive Maintenance (Environmental Monitor)

- Verify that the EM is accessible through HTTP connection via a web browser
- Verify that Device Location and Description have been configured
- Verify that the IP Address, Subnet Mask and Gateway have been configured properly
- Verify that SNMP is configured correctly with information provided by CFX
- Verify that all analog sensors are configured and labeled appropriately. The Min and Max values should be adjusted accordingly to the individual sensors
- Under Display section, verify that the device location is configured in the Friendly Name section under devices
- Verify that all sensors are providing accurate data. Field to confirm include: Temperature, Relative Humidity, Dew Point, Light Level, Air Flow, Sound Level, Door Switch, TVSS and Battery Monitor.
- Verify that the Battery voltage reported is accurate as compared to manual data utilizing a multi-meter
- Verify that the following Alarms have been configured and are triggered properly: Temperature Above 140°F, Door Open, TVSS Monitor, Battery Monitor Below 20V and Battery Monitor Above 35V
- Verify that the sensors have been connected and configured on the proper channels. Analog 1 – Door Switch, Analog 2 – TVSS Monitor, Analog 3 – Battery Monitor

13.3 CCTV Semi-Annual Preventive Maintenance

Preventive maintenance for CCTV cameras shall include the following tasks:

- Inspect camera housing for environmental damage.
- Inspect camera housing seals.
- Clean housing dome and apply Rain-X™ (Not required for TKH Cameras – qty ??)
- Test/Inspect pan-tilt function for proper operation.
- Test/Inspect camera for proper operation.
- Inspect lowering device connection by performing local test of pan/tilt functions and verifying image quality.

- Inspect camera assembly for environmental damage.
- Adjust camera if necessary to manufacturer's specifications and standards.
- Inspect camera receiver for proper operation.
- Inspect camera receiver for environmental damage.
- Inspect camera receiver cable connections.
- Verify that the Stainless Steel Aircraft Cable is maintained or adjusted to the proper length as defined in the MG2 manual
- Verify that there are no bents or kinks in the cable. Adjust or modify as needed.
- Inspect the camera and cable assembly for any corrosion; clean any corroded parts and treat to prevent corrosion in accordance with manufacturer's recommendations.
- Perform preventive maintenance on lowering system according to manufacturer's recommendation. Make any adjustments necessary to comply with manufacturer's recommendation.
- After the lowering device test is complete verify that lower cable is attached to the parking stand
- After completing preventive maintenance, verify using a PDA or laptop computer with appropriate software installed to support testing, that the CCTV installation is properly functioning.
- Verify operation of the camera system using the SunGuide software to ensure that the cameras are reporting their status to the server correctly. Verify with the RTMC that the camera is functioning prior to leaving the site.
- Verify Compass, Presets and Home settings.
- Provide and install all device driver and software updates as they become available.

13.4 DCS Semi-Annual Preventive Maintenance

Preventive maintenance for DCS sites shall include the following tasks:

- Inspect antennas, antenna mounting brackets, and antenna cables for damage.
- Check antenna alignment and correct if necessary.
- Inspect the quality and tightness of ground and surge protector connections
- Verify power supply voltages and outputs
- Verify IP connectivity to the DCS through local laptop computer with correct preconfigured IP address
- Verify that the reader is accessible from the vendor software and the web GUI

- Verify that T21, ISOB_80K and PS111 are enabled on the reader
- Verify that Title 21 and ISOB_80K (sticker tags) are being read by the DCS
- Verify that a Profile has been created and saved as the individual site name
- Verify that the CFX specific script is loaded and running on the reader
- Verify that tags are showing reads in the correct lane by comparing data from software to visual examination of traffic
- Compare tag volumes displayed within the reader versus manual count and record results.
- Verify on the DCS status page that tags are received, and travel time is generated.

13.5 Traffic Monitoring Station Annual Preventive Maintenance

Preventive maintenance for the traffic monitoring stations and all associated pole mounted Nema enclosures shall include the following tasks:

- Verify the enclosure grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify that the din rail is grounded to the system bus bar.
- Verify the enclosure SPDs are snapped and properly secured to the din rail.
- Inspect status of SPDs and replace damaged units or modules.
- Within the enclosure, verify the bus bar, terminal block, and enclosure are all single point ground to earth.
- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the enclosure and cables between the enclosure and sensor for proper connection.
- Inspect TMS cable connectors for water intrusion, corrosion and damaged or broken solder connections.

- Verify cables are correctly and securely terminated
- Clean the enclosure of dust and insects
- Inspect the enclosure for environmental damage, lubricate door hinges and locks.
- Verify communications to the sensor via the local RS232 port.
- Log into sensor and verify labels and direction are configured and updated
- Verify proper volume detection - Minimum duration for each site test shall be 15 minutes or 100 vehicles per lane. Traffic volume will be reported using a manual “click” counter to monitor and count each vehicle per lane. The manual count will verify volume of traffic and ensure the proper vehicle detection is occurring, to the required 95% accuracy per direction of travel. Fill in the appropriate table on the data verification sheet of the certification procedure. Sensor shall be calibrated to be within manufacturer’s allowable specifications.
- Verify proper speed detection – All lanes shall be certified for accurate speed detection. Using a calibrated Lidar radar gun, the operator shall obtain as many consecutive speed counts within a one-minute interval as possible. A 15-minute period shall be used to ensure an accurate average of traveling speeds. This data shall be compared with the 1-minute interval data as stored on the sensor. Average speed data for any individual lane shall be accurate to within 3 mph when there are more than five cars per lane. Sensor shall be calibrated to be within manufacturer’s allowable specifications.
- Verify and report any current or potential landscape obstructions.
- Coordinate with manufacturer to provide and install all device driver and software updates as they become available.

13.6 Front access DMS Annual Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the CFX’s operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure
- Inspect and replace air filters, if needed.
- Verify network components and DMS controllers are connected into the RPM unit for remote power cycle.

- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet.
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with CFX lane closure restrictions. The contractor is advised that lane closures will be necessary to access the Front Access DMS in order to perform preventative services. **All lane closures for this task will be considered incidental to the Front Access DMS Preventative Pay Item.** See Appendix E for locations of Front Access DMS.

13.7 Walk-in DMS Annual Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the CFX's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure
- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet
- Inspect and test the UPS and its batteries in DMS enclosure; replace UPS batteries if needed.
- Inspect and replace air filters, if needed
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with Authority lane closure restrictions.

13.8 Daytime Wrong Way Driving System Annual Preventative Maintenance

Daytime Preventive maintenance for the Wrong Way Driving System and all associated pole mounted Nema enclosures and signs shall be performed on an annual basis and include but not limited to the following tasks:

- Inspect the condition of the Wrong Way signs and verify reflectivity of the sign panels.
- Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).
- Perform Mechanical checks as shown on the Maintenance Plan in Appendix M.
- Measure and record line AC and DC voltages.
- Validate incoming detection radar, laser or thermal outputs are functioning via the vendor software.
- Validate Detection of Right-Way traffic on incoming radar, laser or thermal detector.
- Validate outgoing radar, laser or thermal outputs are functioning via the vendor software.
- Validate detection of Right-Way traffic on outgoing radar, laser or thermal detector.
- Test camera detection and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.
- Perform sign activation Push-button test to verify functionality of signs.
- Perform Wrong Way Push-button test to verify Wrong Way alerting in Blinklink.
- See Appendix M for comprehensive list of daytime preventative maintenance tasks to be performed.

13.9 Nighttime Wrong Way Driving System Annual Preventative Maintenance

Nighttime Preventative Maintenance shall require the ramps to be closed during testing of the system. Testing shall occur during non-peak hours only. Nighttime PM's will consist of testing the system to simulate a Wrong Way driving event by closing the ramps and driving vehicles in the wrong way direction. A small, medium and large vehicle shall be provided by the contractor to test and document the results.

The contractor shall make any adjustments/modifications necessary in order to pass the testing and verify a fully functioning Wrong Way Driving system. The Wrong Way Driving Preventative Maintenance test plan and checklist provided in Appendix M identifies the testing and work to be performed during the nighttime preventative maintenance. Results of the daytime annual preventative maintenance may necessitate additional nighttime preventative maintenance activities on a site by site basis.

13.10 Bridge Lighting System Annual Preventative Maintenance

Preventive maintenance for the Bridge Lighting System and all associated conduit and enclosures shall include the following tasks:

- Inspection of all Deck and Spire LED lighting panels to verify functionality and condition.
- Inspection of all wiring and termination in associated pull boxes and LED panel boxes. Re-terminate and replace power splices if necessary.
- Inspect and verify that LED panel boxes for water intrusion. Re-terminate electrical splices if necessary, to ensure waterproof connection.
- Inspect Data Enabler enclosure to verify waterproof seal.
- Verify proper functionality of Data Enablers.
- Inspect condition of all power wires and verify conductors are free of water intrusion and corrosion.
- Verify the configuration and addressing of the lights within the Data Enabler.
- Verify operation of the BLS by remotely activating various light shows and confirming all LED panels are fully functioning without errors.

The contractor is advised that tasks associated with the preventative maintenance shall require a safety boat while working on the bridge. The contractor shall follow all OSHA safety requirements and regulations. **Any cost associated with the safety boat shall be considered incidental to the BLS Preventative Pay item.**

14.0 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for all maintenance of traffic including all single lane closures, two lane closures, three lane closures, ramp closures and lane closures at toll plazas. The approximate number, types, and placement of traffic control devices required for each closure configuration identified below shall be in accordance with the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices Part VI and Florida Department of Transportation (FDOT) Design Standards Plan Index 102, 2020 edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the CFX's Manager of Traffic Operations or designated representative, where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet. Any maintenance of traffic that deviates from the Florida Department of Transportation (FDOT) Design Standard Plan Index 102, 2020 edition, shall be signed and sealed by a registered Florida Professional Engineer (P.E.).

The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travel way. Class 3 vest garments will be required for all speeds.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6-inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the FDOT's Approved Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994 of the FDOT Standard Specifications, 2020 edition. Reflective sheeting material for all work zone signs, both on and off CFX system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and if approval is given by CFX.

At least seven (7) days prior to beginning work on the Project, the Contractor shall submit to the Manager of Traffic Operations two (2) copies of the Contractor's proposed overall plan and methods for performing the work including a listing of equipment and personnel anticipated for use. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the travel lanes. Approval of the Contractor's safety and traffic plan by CFX shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

The Contractor shall provide capable, experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program (or an equal approved by CFX) and FDOT procedure 750-030-006(a), which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

As a general rule, lane/ramp closures will not be permitted between 5:00 am and 11:00 p.m., on any roadway on any day of the week. If the Contractor wants to close lanes/ramps on any roadway during hours other than those permitted, the Contractor shall submit a request to the Manager of Traffic Operations with a detailed traffic control plan at least 7 days prior to the desired closure date. Lane/ramp closures are times other than those permitted above will not be allowed without the written approval of the Director of Expressway Operations or his designated representative.

If, in the opinion of the Manager of Traffic Operations or his designated representative, any lane/ramp closure(s) causes extended traffic congestion, the Manager of Traffic Operations or his designated representative, may direct the Contractor to open any temporary lane/ramp closure(s) until traffic is returned to an acceptable flow as determined by the Manager of Traffic Operations or his designated representative.

Delay costs to the public will result if all lanes/ramps are not open to traffic during the times other than permitted herein for lane closures. The Contractor shall plan its operations such that all equipment and materials, except those required for the safety of the traveling public, are removed from the clear zone and lanes/ramps are reopened for traffic by the times noted above. A damage recovery cost will be assessed to the Contractor if, due to the actions of the Contractor, the Contractor is unable to reopen lanes/ramps for traffic by the times noted above. The amounts are as follows:

10 minutes and underNo damage recovery cost assessed

Each additional 10 minutes or fraction thereof.....\$2,000

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes/ramps are open and traffic flow is restored as recorded by CFX. CFX shall have the right to apply as payment on such damages any money, which is due to the Contractor by CFX. At the discretion of CFX, damage recovery costs will not be assessed for failure to open traffic lanes/ramps if such cause is beyond the control of the Contractor i.e., catastrophic events, or accidents not related or caused by the Contractor's operations.

An off-duty law enforcement officer in uniform with a marked law enforcement vehicle shall be provided by the Contractor at each location where lane/ramp closures are in effect.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary, to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the Manager of Traffic Operations.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Detours will be required for all ramp closures. The contractor shall utilize a detour plan that is signed and sealed by a FL Professional Engineer registered in the State of Florida. CFX has provided for reference within Appendix M, S&S detour plans for 35 ramp locations that have been previously used for ramp closures. The contractor shall be responsible to submit for approval, detour plans that are signed and sealed by a Professional Engineer registered in the State of Florida. The detour plans at a minimum shall show the locations of all detour, work zone signs, barricades/cones and Portable Changeable Message signs (PCMS) and Traffic Control Officer. PCMS shall be required at all ramp closures and deployed at least 7 days in advance of the closure. CFX has listed within Appendix F, the ramp locations that may require detours to perform preventative maintenance and repairs services on the Wrong Way Driving System.

The list within Appendix F is not intended to be all inclusive and is for purposes of clarifying current WWD System locations where detours are likely to be required. The detour pay items are inclusive of all costs to provide a complete detour for each ramp closure. The pay items shall include all costs associated with signed and sealed detour plans, providing and deploying Barricades/Cones, Work Zone Signs, Arrow boards, PCMS and Traffic Control Officer in accordance with the approved detour plan. The pay items shall also include as incidental any costs associated with Administrative and coordination efforts with pertinent local agencies, D5 RTMC, and toll plaza staff. The varying level of detours are itemized within

three pay items contingent on the quantity of PCMS and Detour signs required for each ramp closure. Under special circumstances, cancellation of previously scheduled detours may be required. The Detour Cancellation pay item shall include all costs associated with mobilization and de-mobilization.

15.0 PROJECT ADMINISTRATION

Project Administration is a recurring task throughout the term of the Contract. The Contractor shall provide the control, coordination and interface of all activities and services associated with the maintenance of the system. Activities and services include, but are not necessarily limited to:

- Project Records and Files
- Project Coordination
- Parts Inventory/Tracking and updates in MIMS
- Housing for all Parts and Inventory
- Warranty Tracking
- Monthly Inventory Audits
- Bi-Weekly Meetings
- Utility Coordination
- Daily RMA Processing and Returns
- Scrap Material Processing and Coordination
- Monthly Invoicing and Documentation
- 24 Hour Toll-Free On-Call Number
- GIS Licenses for technicians

CFX shall provide the Contractor with all available plans, specifications, manuals and maintenance logs for all system components and subsystem.

The Contractor shall provide monthly reports in a format approved by CFX, providing the following information:

- Date and Time of Trouble Notification
- Name of Person reporting the repair request
- Type and Location of problem
- Date and Time of response
- Name of person responding to the repair
- Description of problem resolution
- Verification of testing procedures completed
- Date and Time of completion of repair work

Payment for compiling the monthly maintenance reports and tasks stated above shall be considered incidental to the Project Administration Pay Item.

All repair and/or replacement work, equipment, cable and associated electrical work shall conform to the current requirements and practices of the latest version of each of the following:

- National Electric Code (NEC)
- National Electrical Safety Code

- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Telcordia (formerly 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
- Latest CFX ITS Specifications and Design Standards

16.0 PROJECT RECORDS

The Contractor shall maintain complete and accurate records of all work activities and events relating to the Contract. Project records shall include such items as Daily Logs of maintenance activities, Monthly Status Reports, meeting notes, cost proposals, invoices, inventory records, time sheets, staffing roster and any other pertinent information.

Status reports summarizing all completed activities during the current reporting period and current work in progress are to be given to CFX on a monthly basis during the term of the Contract. Payment for these items is considered incidental to the Project Administration pay item.

17.0 MATERIALS AND EQUIPMENT

The Contractor shall provide all incidental materials, tools and equipment to satisfy the needs of the project. The Contractor shall have on hand incidental materials needed to complete the required tasks including fuses, connectors, filters, wiring, etc. that are common to the industry. Contractor vehicles shall carry the following common diagnosis tools:

- PDA or Laptop Computer with required software for all vendors covered under this maintenance agreement
- Terminal/Applications Software
- Video Monitors
- Light Source/Power Meter/OTDR/
- Multi-meter, Voltmeter/MOhm/Ohmmeter
- Copper TDR (For Locating Tone Wire Faults)
- Ethernet Network Analyzer
- RF Wattmeter
- RadioDetection Locate unit

Under emergency or special circumstances, CFX may require the contractor to provide specified equipment or material outside of any required incidental equipment/materials temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or

equipment for approval. The contractor shall be allowed a mark-up as stated in the Method of Compensation – Parts Allowance on the rental equipment requested by CFX.

18.0 ACCESS / SECURITY TO CFX FACILITIES

The Contractor shall provide advance notice to CFX when access is needed as well as the names of the Contractor personnel requiring access.

CFX will provide appropriate access and specific authorization for Contractor personnel to System resources and Authority facilities required to fulfill the terms of the Contract. CFX will issue the access control items (i.e., identification badges, security cards, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to the CFX's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel.

The access control items shall remain CFX's property at all times and must be returned to CFX when requested, or when Contractor personnel no longer have a specific contractual need. CFX may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect CFX or its assets. CFX will provide escorted access for Contractor personnel as necessary.

The Contractor's PM or Principal in Charge shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the System posed by Contractor personnel or the actions thereof. The Contractor's PM shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the System directly attributed to Contractor personnel. CFX shall be notified immediately if a Contractor's employee with security access to CFX is terminated or leaves the firm. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.

The Contractor shall comply with the requirements of the CFX's Contractor Security Policy attached as Appendix I.

19.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

20.0 CFX RESPONSIBILITIES

- a. The CFX's Manager of Traffic Operations, through his designated representative, will administer the terms and conditions of the Contract.
- b. CFX will familiarize the Contractor with its facilities and provide all necessary "As-Built" or construction documentation available.
- c. The Contractor shall be responsible for working with any other maintenance Contractor to isolate the cause of System problems and ITS device problems and to take corrective action. Specific isolation of the problem will be the responsibility of the Contractor.

- d. CFX will provide the Contractor with all available information concerning warranties in force for various products. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify CFX in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

21.0 COMPENSATION

Compensation to the Contractor will be in accordance with the Method of Compensation.

22.0 DURATION OF AGREEMENT AND RENEWAL OPTION

The term of the Contract shall be for five (5) years with five (5) renewal options up to five years as defined by CFX. The work under this Contract shall commence upon written notice from the CFX's Manager of Expressway Operations. The option to renew may be exercised at the discretion and election of CFX, upon which CFX would provide written notice of its exercise to the Contractor at least 180 days prior to the expiration of the initial five (5) year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse the CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives the CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. If CFX agrees to revisions proposed by the Contractor, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

EXHIBIT “A” – SCOPE OF SERVICES APPENDIXES

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Appendix A - LMS Map
Appendix B - CCTV Locations
Appendix C - DCS Locations
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Appendix I - Security Policy
Appendix J - Daily Checklist
Appendix K - Work Order Template
Appendix L - Standalone Test Procedure
Appendix M - WWD Preventative Maintenance Test Plan
Appendix N - CFX System Map

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 23, 2024


SUBJECT: Approval of Supplemental Agreement No. 2 with DRMP, Inc. for Design Consultant Services for Wrong Way Driving Countermeasures – Phase D Project No. 599-526D, Contract No. 001972

Board approval of Supplemental Agreement No. 2 with DRMP, Inc. for a not-to-exceed amount of \$102,291.36 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes post design services.

Original Contract	\$675,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	<u>\$102,291.36</u>
Total	<u>\$777,291.36</u>

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.

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 599-526D)
WRONG WAY DRIVING COUNTERMEASURES – PHASE D

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR POST DESIGN SERVICES (“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 DRMP, 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 May 11, 2023, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated January 31, 2024 (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 post design services required as outlined in the correspondence to CFX dated January 17, 2024, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended 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. The maximum fee for Post Design Services shall be \$102,291.36.
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, Director of Procurement

DRMP, Inc.

By: _____
Print Name: _____
Title: _____

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

By: _____
Angela Wallace, General Counsel



Memorandum

Date: March 18th, 2024
To: Bryan Homayouni, P.E / CFX
From: Patrick O'Shea, P.E./AECOM
CC: Chirayu Amin/AECOM
Re: **CFX Project No. 599-526D WWD Phase IV Project SA# 2 – Post Design Services**

I have reviewed the fee sheet and scope of services submitted by DRMP provided via email first on January 17, 2024, updated on February 19, 2024 and March 7, 2024 and finalized on March 18, 2024 for the Systemwide WWD Phase IV 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:

\$ 62,355.27	DRMP as Prime
\$ 39,936.09	<u>Total Subconsultant Fees</u>
\$ 102,291.36	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. 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.



January 17, 2024

DRMP Job # 23-0693.000

Mr. Bryan Homayouni, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

**Subject: Wrong Way Driving Deployment;
CFX Contract No: 001972; Project 599-526D
Supplemental Agreement #2- Post Design Services**

Dear Mr. Homayouni:

I have attached the Wrong Way Driving Deployment (Project 599-526D) Supplemental No. 2 scope and fee for your review. The Supplemental is for the Post Design Services for the subject project.

Please contact me if you have any questions. My cell number is 407-902-7356.

Sincerely,
DRMP, Inc.

Nick DeVito, P.E.
Senior Project Manager

CC: File

Professional Engineering Post-Design Services

Project 599-526D: Systemwide Wrong Way Driving Project

Scope of Services

Supplemental Agreement No. 2



Central Florida Expressway Authority

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 (covered under original design fee)
- ACTIVITY D: Addenda
 - Not Applicable (covered under original design fee)
- ACTIVITY E: Field Visits
 - Conduct up to 6 field visits, as required to address RFI, Addendum or Revisions.
- 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 31 RFI's related to ITS and 6 RFI's related to the signing and marking submitted by the contractor.
- 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 6 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.
- ACTIVITY J: Bridge Load Ratings
 - Not Applicable
- ACTIVITY K: Geotechnical Services
 - Not Applicable
- ACTIVITY L: Utilities
 - Not Applicable
- 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 599-526D
Contract 001972

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
WRONG WAY DRIVING COUNTERMEASURES – PHASE D

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 31st day of January, 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 DRMP, 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 May 11, 2023, “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 January 10, 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 upwards by \$15,480.10 to \$390,552.15.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$657.90.
 - c. The Subcontract Items are adjusted upward by \$50,570.60 to \$280,506.79 as follows:

•BASE	\$35,091.90
•KNK	\$179,065.43
•AVANT (no change)	\$52,971.41
•CORE (no change)	\$13,378.05
 - d. The Allowance is adjusted downward by \$66,050.70 to \$3,283.16.
 - e. The Total Maximum Limiting Amount remains unchanged at \$675,000.00.
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, Director of Procurement

DRMP, Inc.

By: 
Print Name: Nick DeVito, P.E.
Title: Orlando Traffic Group Leader/ Project Manager

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

By: **Laura**
L. Kelly
Digitally signed by: Laura L. Kelly
DN: CN = Laura L. Kelly OU = ORL, USERS, ATTORNEYS
Date: 2024.02.22 08:46:43 - 05'00'

EXHIBIT “A”



Memorandum

Date: January 23rd, 2024
To: Bryan Homayouni, P.E / CFX
From: Patrick O'Shea, P.E./AECOM
CC: Chirayu Amin/AECOM
Re: **CFX Project No. 599-526D WWD Phase IV Project SA# 1**

I have reviewed the fee sheet and scope of services submitted by DRMP provided via email first on December 12, 2023, updated on January 10, 2024, and finalized on January 15, 2024 for the Systemwide WWD Phase IV project. This supplemental agreement is to provide construction plans and documentation for the additional scope requested by CFX.

The Supplemental Agreement request is attached, and cost are detailed below:

\$ 15,480.10	DRMP as Prime
<u>\$ 50,570.60</u>	<u>Total Subconsultant Fees</u>
\$ 66,050.70	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. 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.

January 10, 2024

DRMP Job # 23-0693.000

Mr. Bryan Homayouni, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

**Subject: Wrong Way Driving Deployment;
CFX Contract No: 001972; Project 599-526D
Supplemental Agreement #1**

Dear Mr. Homayouni:

I have attached the Wrong Way Driving Deployment (Project 599-526D) Supplemental No. 1 scope and fee for your review. The Supplemental is for the additional work effort at the direction of CFX for design of the following items.

1. Dual Detection Zone Redesign of 16 Ramp WWD Sites and Dual Detection Zone Detail.
2. 3 additional Load Center Sites not accounted for in original fee proposal.
3. 3 additional complete redesigns of Load Centers
 - a. Due to 75% comments directing to utilize existing Toll Plaza dirty power backup panel boards.
4. 2 mast arm structural conditional analysis and load analysis for new signal head configurations/additions.

The added work includes engineering and plans for intelligent transportation systems and signing and pavement markings.

Please contact me if you have any questions. My cell number is 407-902-7356.

Sincerely,
DRMP, Inc.



Nick DeVito, P.E.
Senior Project Manager

CC: File

Professional Engineering Design Services

Project 599-526D: Systemwide Wrong Way Driving Project

Scope of Services

Supplemental Agreement No. 1



Central Florida Expressway Authority

1.0 GENERAL

1.1 PROJECT BACKGROUND

As part of the Central Florida Expressway Authority's (CFX) mission to ensure the safety of their customers and pursue the highest standards of community responsibility, CFX began work on its Wrong-Way Driving Prevention Program in 2012. Since then, 55 ramp countermeasure systems have been deployed to detect drivers that attempt to enter the expressway in the wrong direction. When a driver enters the system, detection is triggered, and visual images are immediately relayed to the Florida Department of Transportation (FDOT District 5) Regional Traffic Management Center (RTMC). The RTMC then determines the appropriate action based on visual verification of the incident. By examining system data, the applied WWD countermeasures have been shown to significantly reduce the likelihood of drivers entering the freeway and causing a life-threatening incident.

The intent of this project is to address all remaining unequipped locations and expand the current system to 100% coverage on system roads by adding thirty (30) wrong way driving ramp detection systems.

This Supplemental Scope of Services describes the design work necessary to meet the following project objectives:

- Provide Dual Detection Zone Redesigns of 16 Ramp WWD Sites and Dual Detection Zone Detail Updates.
- Provide 3 additional Load Center Sites not accounted for in original fee proposal.
- Provide 3 additional complete redesigns of Load Centers
 - Due to 75% comments providing new direction to utilize existing Toll Plaza dirty power backup panel boards.
- Provide 2 mast arm structural conditional analysis and load analysis for new signal head configurations/additions.
 - SR 429 @ SR 50
 - SR 408 @ Good Homes Rd

At a minimum, plans shall consist of the following and as required within this Supplemental Scope of Services:

- Updated ITS Plans for the 16 Ramp WWD Site redesigns and Load Center changes as well as new loading requirements at 2 signalized intersections.

The Central Florida Expressway Authority shall herein be defined as the CFX and/or their representative/designate.

2.0 SUPPLEMENTAL 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

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report (unbound collection of design documentation/calculations/memos/correspondence only) for CFX review and approval. The Design Methodology Reports shall be submitted with the 75% plans and include the following:

- Provide 3 additional Load Center Sites not accounted for in original fee proposal and 3 additional complete redesigns of Load Centers due to 75% comments providing new direction to utilize existing Toll Plaza dirty power backup panel boards.
 - 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)
 - Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations.
- Structural Calculations:
 - Provide 2 mast arm structural conditional analysis and load analysis for new signal head configurations/additions.
 - SR 429 @ SR 50
 - SR 408 @ Good Homes Rd

2.2 SITE CONSTRUCTION PLANS

Site construction plans shall be updated to include Dual Detection Zone Redesigns of 16 Ramp WWD Sites and Dual Detection Zone Detail Updates. Shall also include the changes for the electrical redesigns for Toll Ramp Plaza connections at 3 Load Center locations.

2.3 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.

AGREEMENT



AND

DRMP, INC.

**DESIGN CONSULTANT SERVICES FOR
WRONG WAY DRIVING COUNTERMEASURES - PHASE D**

PROJECT 599-526D, CONTRACT NO. 001972

**CONTRACT DATE: MAY 11, 2023
CONTRACT AMOUNT: \$675,000.00**

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

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

FOR

**DESIGN CONSULTANT SERVICES FOR
WRONG WAY DRIVING COUNTERMEASURES - PHASE D
PROJECT 599-526D**

CONTRACT NO. 001972

MAY 2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 11th day of May 2023, 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 DRMP, 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 941 Lake Baldwin Lane, Orlando, FL 32814.

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 Wrong Way Driving Countermeasures – Phase D, Project No. 599-526D, Contract No. 001972.

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

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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.

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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.

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The approved subconsultants are:

Avant Engineering Group, LLC.	Class I
BASE Consultants, Inc.	Class I
Core Engineering Group, LLC.	Class I
KNK Engineering Consulting Corp.	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 \$675,000.00 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

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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 941 Lake Baldwin Lane, Orlando, FL 32814.

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

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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

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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

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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

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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

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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

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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

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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

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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.

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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:

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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: DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
Attn: Nicholas D. DeVito, PE

DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
Attn: Jim W. Highland, 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.

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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 Schedule
Exhibit "F", 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 Governing Board at its meeting on May 11, 2023.

DRMP, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

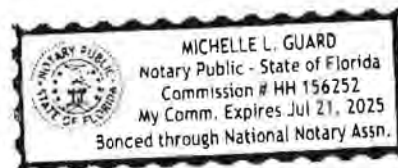
BY: Aneth Williams Digitally signed by Aneth Williams
Date: 2023.06.07 16:05:03 -04'00'
Director of Procurement

Print Name: Amanda Woods, PE

Print Name: _____

Title: Vice President/Director of Transportation Effective Date: _____

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly
Date: 2023.06.07 14:00:36 -04'00'

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A


SCOPE OF SERVICES

Professional Engineering Design Services

Project 599-526D: Systemwide Wrong Way Driving Project

Scope of Services

Prepared by

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

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

February 22, 2023

1.0 GENERAL

1.1 PROJECT BACKGROUND

As part of the Central Florida Expressway Authority's (CFX) mission to ensure the safety of their customers and pursue the highest standards of community responsibility, CFX began work on its Wrong-Way Driving Prevention Program in 2012. Since then, 55 ramp countermeasure systems have been deployed to detect drivers that attempt to enter the expressway in the wrong direction. When a driver enters the system, detection is triggered, and visual images are immediately relayed to the Florida Department of Transportation (FDOT District 5) Regional Traffic Management Center (RTMC). The RTMC then determines the appropriate action based on visual verification of the incident. By examining system data, the applied WWD countermeasures have been shown to significantly reduce the likelihood of drivers entering the freeway and causing a life-threatening incident.

The intent of this project is to address all remaining unequipped locations and expand the current system to 100% coverage on system roads by adding thirty (30) wrong way driving ramp detection systems.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Design approximately thirty (30) Wrong Way Driving Countermeasure sites at off-ramps on S.R. 408, S.R. 414, S.R. 417, S.R. 429, SR 453 and S.R. 528. Locations to be determined through discussions with CFX and to complete the final phase of Wrong Way Driving measures by having a detection system on each off ramp.
- Develop Memo for feasibility of mainline deployment of Wrong Way Driving countermeasure system at border locations on the CFX roadway network. Compare standards CFX Wrong Way Driving off-ramp system to current FDM and MUTCD standards for a limited access mainline deployment.
- Design necessary infrastructure to tie into the existing CFX fiber optic network (FON) or nearest local hub cabinet.
- Verify existing location conditions and provide voltage drop calculations to ensure existing electrical system can handle the extra load or propose new/modified power services. Power analysis of the WWD electrical system will be from the point of connection at the existing ITS power infrastructure (i.e. nearby existing LHUB cabinet or disconnect) to the proposed WWD device. Voltage Drop will be calculated from ITS Load Center to the proposed WWD device using assumed load levels for the existing ITS LHUBs connected to this circuit. The voltage drop shall not exceed 5% with a maximum wire size of #2 AWG at 480V. Additionally, a 10 Amp Maintenance Load shall be carried to the end of the circuit. Existing circuit load, circuit wire size and length to be determined from as-built plans and existing voltage drop calculations.
- Upgrade existing ITS Load Centers to include Smart Power Monitoring capabilities.
- Develop and prepare short circuit current, selective utility coordination, and arc flash hazard assessment for each service being adjusted.
- Coordinate design and all equipment locations with CFX approved manufacturer. Incorporate all appropriate manufacturer drawings in the plan set.
- Review CFX TSP for Wrong Way Detection System, associated disconnect, and UPS. Provide

updates as necessary to ensure TSP covers necessary requirements.

- Attend meetings/ teleconferences with CFX and the General Systems Consultant (GSC) (Kickoff, Utility, Progress and WWD Manufacturer coordination).
- Develop and quantify construction plans. No survey, baselines or topography will be provided. Dimensions from existing features will be shown on the plans to depict RFB installation locations.
- Develop appropriate MOT plans in order to install and test the equipment. Full ramp closures are anticipated for the testing of the WWD equipment resulting in the need for Detour Plans at each ramp.
- Review and design any necessary signing and pavement marking improvements at each ramp in order to meet latest FDOT standards (FDM) for wrong way driving prevention.
- Review and design any necessary signal head assembly upgrades to provide arrow signal indications.
- Develop Memo for channelizing device recommendations with diagrams at the off-ramp/side street intersections.

At a minimum, plans shall consist of the following and as required within this Scope of Services:

- Key Sheet
- Pay Item Summary Sheet
- Tabulation of Quantities Sheets
- General Notes
- Project Layout
- 1"=100' plan sheets with aerial background reference, with communications and power
- Cabinet, Wiring, Wrong Way Driving and miscellaneous CFX design details
- Splicing Details
- Special Service Point Details for power
- Signing & Pavement Marking Plan Sheets
- Signalization Plan Sheets
- Traffic Control Plans with notes for Ramp WWD Detours.

The Central Florida Expressway Authority shall herein be defined as the CFX and/or their representative/designate.

1.2 PROJECT DESCRIPTION

CFX requires professional design services to support the systemwide expansion of its existing wrong way driving countermeasures system. These requirements are described in detail below.

The scope of this project includes all site design necessary to successfully install wrong way driving countermeasure systems at all remaining exit ramps throughout the system.

One of the primary goals of this project is to design a maintenance friendly system that can be accessed safely by maintenance personnel and not affect customer service. The Designer shall design

all power services, device controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. Additionally, it is preferred to have all pole mounted equipment be mounted on standard 6" poles where possible. All data communication between ground-mounted cabinet and the sensors shall be accomplished using a manufacturer approved communication cable. Design of appropriate surge protection device placement shall be included.

The Designer shall review and provide comments to CFX on the wrong way countermeasures system from the approved manufacturer for ramp detection. The recommended model will be reviewed by CFX and approved based upon the information provided by the vendor. This evaluation shall occur on the onset of the project to allow for the Designer to maintain the current schedule requirements. It is possible that multiple vendors and models will be available and approved for use under this project. The WWD countermeasure systems design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, electrical voltage drop calculations, new structural grounding array, civil and ITS support infrastructure, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure with a preference on point-to-point communications. The Designer's fee estimate shall include provisions to design up to thirty (30) WWD countermeasure ramp locations.

For the benefit and safety of CFX's customers, zero downtime of any WWD system is permitted. Therefore, the Designer shall accommodate the CFX approved UPS to back up the proposed WWD countermeasure locations throughout the system for a minimum of 8-hours. CFX will provide the recommendation and direction of which system to implement within the plan set.

The Designer shall coordinate with the approved manufacturer in development of the plans to achieve a best practices solution regarding detection technology for each ramp during plan research and development.

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
- Memos

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report (unbound collection of design documentation/calculations/memos/correspondence only) for CFX review and approval. The Design Methodology Reports shall be submitted with the 75% plans and include the following:

- Document the power requirements of a typical ITS Device site for each of the WWD countermeasure system sites. 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. Design to allow an additional load of 20% for future expansion of additional ITS devices at each ITS hub location for Ramp WWD sites only as applicable to this project.

- 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)
- Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations.
- Provide project specific equipment data sheets.
- Provide Power Coordination correspondence.
- Structural Calculations:
 - 1 worst case WWD pole and foundation design assuming worst case soil parameters. Pole shall be 6-inch diameter aluminum pole capable of attachment to a frangible base connected to a concrete foundation.
- Memos
- Project Correspondence

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. 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 599-526D. Design of this project will be guided by the latest edition of the Central Florida Expressway Authority Design Guidelines. The Designer shall prepare site construction plans utilizing aerial raster's and/or topographic electronic files provided by CFX as the base map. 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 base map. The Designer shall update these plans with changes resulting from 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 conditions may have changed and shall therefore field-verify all critical infrastructure during the design process. Field reviews are expected of the Engineer at each WWD location. The Designer is to use the standard plans, CFX ITS Design Details, notes, and previously constructed 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 raster files 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 20 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 signage/WWD 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
- WWD System Device layout
- WWD System Device installation details
- WWD 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
- Connectivity with the FON conduits
- Fiber cable splice details and splice tables as needed.
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic detour plans
- System Overview showing new ITS device locations on Project Layout
- System Overview showing the power services locations on Project Layout
- Table of quantities
- Special notes/Pay Item Notes
- Typical wiring diagrams
- Surge Protection Devices (SPD) installation details
- Cabinet Details including new NEMA pole mount and base mount cabinets, existing pole mount and base mount cabinets, and other NEMA enclosures
- Updates to CFX design 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

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.
- Traffic impact.
- Accessibility and safe 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 detriment 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%, Pre-Bid 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), including voltage drop calculations as applicable, fiber optic interconnect (including conduit, pull boxes, fiber optic cable, splice details), 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 location problem areas and special requirements solutions only. 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 100%, Pre-Bid 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%, Pre-Bid 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.
- 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.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 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. 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 210 calendar days:

- Notice to Proceed (Assume a start date of 30 days following board award)
- 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 75%, 100%, and Pre-Bid submittals shall be digital copies of the required deliverables only. In addition to the digital copies of the required deliverables for the Bid submittal, the number of hard copies of materials to be furnished for the Bid submittal is as follows:

SUBMITTAL/ITEM

NO. OF COPIES

Project Schedule

3

Quality Control Plan	2
Design Methodology Report	3
Site Construction Plans	3
Site Design Calculations	3
Technical Specifications	3
Construction Cost Estimate	3

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. The designer shall provide electronic PDF copies on a CD/DVD-ROM or Jump Drive of each 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/DVD-ROM or Jump Drive. Designer shall submit all project schedules in Microsoft Project™ format on CD/DVD-ROM, Jump Drive or via email. The Designer shall submit electronic files of all presentations in Microsoft PowerPoint™ format on CD/DVD-ROM or Jump Drive. 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
- FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project
- 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 Details and Specifications (most current at time of Notice to Proceed)

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 Raster files
- 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 any relevant plans that are available at the time of notice to proceed
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS FON documentation
- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Network Architecture

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. Assume worst case soils for WWD pole/foundation designs if soil data not provided by CFX.

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. Post Design is not included.

**CONSENT AGENDA ITEM
#24**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: March 24, 2024

SUBJECT: Approval of Contract Award to D3Energy, LLC for
Three Mainline Photovoltaic Deployment Design/Build Services
Project No. 599-407, Contract No. 002063

A Notice to Contractors for the above referenced project was advertised on February 4, 2024. Four (4) responses were received by the February 26, 2024 deadline. Those firms were Advanced Roofing, Inc. d/b/a Advanced Green Technologies, Alternative Energy Services, Inc., Constructive Resources, Inc. d/b/a Solar Source and Michael Baker International, Inc./D3Energy, LLC.

The Evaluation Committee, after reviewing the responses, met on March 1, 2024 and shortlisted Michael Baker International, Inc./D3Energy, LLC, Advanced Roofing, Inc. d/b/a Advanced Green Technologies and Alternative Energy Services, Inc.

A Request for Price Proposals was issued to those firms , with a due date of March 20, 2024. Bid results were as follows:


<u>Bidder</u>	<u>Bid Amount</u>
1. D3Energy, LLC	\$2,470,230.00
2. Alternative Energy Services, Inc.	\$2,535,059.00
3. Advanced Roofing, Inc.	\$2,633,092.00


The engineer's estimate for this project is \$2,595,498.05. Included in the Five-Year Work Plan is \$3,003,000.00.

The work to be performed includes design and construction of photovoltaic arrays at Pine Hills, Forest Lake and Curry Ford Mainline Toll Plazas.

Board award of the contract to D3Energy, LLC in the amount of \$2,470,230.00 is requested.

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

Reviewed by: 
Bryan Homayouni, PE
Director of Intelligent Transportation
Systems


Glenn Pressimone, PE

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

LOI-002063R Evaluation Committee Meeting – March 1, 2024 Minutes

Evaluation Committee for **Three Mainline Photovoltaic Deployment Design/Build Services, Project No. 599-407 Contract No. 002063R** held a duly noticed meeting on Friday, March 1, 2024, at 9:00 a.m. in the Sandpiper Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Bryan Homayouni, CFX Director of Intelligent Transportation Systems
Brent Poole, CFX ITS Analyst
Brent Dustin, CFX Construction Project Manager
Kenneth Leeming, Orange County - Manager of Construction

Other Attendees:

Robert Johnson, CFX Senior Manager of Procurement

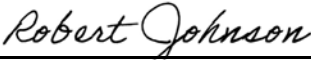
Discussion and Motions:

Robert Johnson 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:

<u>Firms</u>	<u>Score</u>	<u>Ranking</u>
Constructive Resources, Inc. d/b/a Solar Source	15	4
Advanced Roofing. Inc.	08	2
Michael Baker International, Inc./D3 Energy	04	1
Alternative Energy Services, Inc.	13	3

It was the consensus of the Committee that the top three (3) firms be shortlisted and be invited to submit price proposals.

There being no further business to come before the Committee, the meeting was adjourned at 9:17 a.m. These minutes are the official minutes of the Evaluation Committee meeting for LOI 002063R held Friday, March 1, 2024.

Submitted by: 
Robert Johnson, Senior 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

EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT DESIGN/BUILD SERVICES

PROJECT NO. 599-407

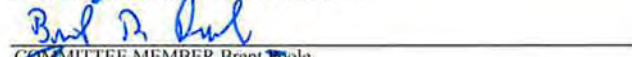
CONTRACT NO. 002063R

CONSULTANT	Bryan Homayouni SCORE	Brent Poole SCORE	Brent Dustin SCORE	Kenneth Leeming SCORE	SCORE	RANKING
Constructive Resources, Inc.	3	4	4	4	15	4
Advanced Roofing, Inc.	2	2	2	2	8	2
Michael Baker International, Inc./D3 Energy,LLC	1	1	1	1	4	1
Alternative Energy Services, Inc.	4	3	3	3	13	3

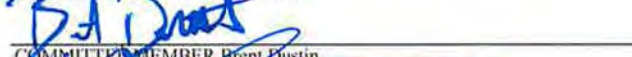
EVALUATION COMMITTEE MEMBERS:



COMMITTEE MEMBER Bryan Homayouni



COMMITTEE MEMBER Brent Poole



COMMITTEE MEMBER Brent Dustin



COMMITTEE MEMBER Kenneth Leeming

DATE: 3/1/2024

DATE: 3/1/2024

DATE: 3/1/2024

DATE: 3/1/2024

CONTRACT



AND

D3ENERGY, LLC

**THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT
DESIGN/BUILD SERVICES**

**PROJECT NO. 599-407
CONTRACT NO. 002063**

**CONTRACT DATE: APRIL 11, 2024
CONTRACT AMOUNT: \$2,470,230.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES, DESIGN
CRITERIA, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, DRAWINGS,
ADDENDA, PRICE PROPOSAL, PUBLIC CONSTRUCTION BOND, AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES, DESIGN
CRITERIA, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS,
DRAWINGS, ADDENDA, PRICE PROPOSAL, PUBLIC CONSTRUCTION BOND, AND
FORMS**

**DESIGN/BUILD SERVICES FOR
THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT DESIGN/BUILD SERVICES**

**PROJECT NO. 599-407
CONTRACT NO. 002063**

APRIL 2024

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	Exhibit A – Scope of Services	A-1
C	Exhibit B – PROPOSAL (Proposal Bond Pages C-5 thru C-6 not included)	C-1 to C-12
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

**AGREEMENT FOR
DESIGN/BUILD SERVICES FOR
THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT
PROJECT 599-407, CONTRACT NO. 002063**

THIS AGREEMENT FOR DESIGN/BUILD SERVICES FOR THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT (“AGREEMENT”) is made and entered into as of the 11th day of April 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 (hereinafter called “CFX”) and D3Energy, LLC, (hereinafter called “DESIGN/BUILDER”), Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose principal address is 8083 NW 103rd Street, Hialeah Gardens, FL 33016 and who is duly authorized. CFX and DESIGN/BUILDER may hereinafter be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, CFX desires to obtain the professional architectural, engineering and construction services of DESIGN/BUILDER concerning certain services for the design, engineering and construction of Three Mainline Photovoltaic Deployment, Project 599-407 (hereafter referred to as the “Project”), said services being more fully described in the “Scope of Services” attached hereto as **Exhibit “A”** and incorporated herein (“Scope of Services”); and

WHEREAS, CFX issued a Request for Proposals for Design/Build Services for Three Mainline Photovoltaic Deployment, Project 599-407 (“RFP”); and

WHEREAS, DESIGN/BUILDER submitted a proposal in response to the RFP; and

NOW, THEREFORE, CFX and DESIGN/BUILDER, in consideration of the mutual covenants and provisions hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 DESIGN/BUILDER shall, consistent with applicable state licensing laws, provide professional architectural, engineering and construction services for the Project in accordance with the Contract Documents, as more particularly defined in Article 6 hereof. The “Work” is generally described and defined as any and all completed professional architectural, engineering and construction services, and the various separately identifiable parts thereof, required to be performed or furnished to complete the design, engineering and construction of the Project in accordance with the terms and conditions of the Contract Documents.

ARTICLE 2. CONTRACT TIMES AND LIQUIDATED DAMAGES

2.1 Substantial and Final Completion

A. The “Commencement Date” shall be established in a written Notice to Proceed to be issued by CFX. Any Work performed by DESIGN/BUILDER prior to the Commencement Date shall be at the sole risk and expense of DESIGN/BUILDER. The total period of time beginning with the Commencement Date and ending on the date the Work is fully

completed and ready for Final Acceptance by CFX ("Final Completion") is referred to hereafter as the "Contract Time". The Work related to the design, engineering and construction of the Project shall reach Substantial Completion within 450 calendar days of the Commencement Date, plus such additional time as may have been granted by CFX. The entire Work shall be fully completed and ready for Final Acceptance by CFX within 540 calendar days of the Commencement Date, plus such additional time as may have been granted by CFX.,

2.2 Liquidated Damages

A. Substantial Completion. CFX and the DESIGN/BUILDER recognize that time is of the essence of the Contract and that CFX will suffer financial loss if the Work is not completed within the times specified above or within such additional time as may have been granted by CFX. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CFX if the Work is not completed on time. Accordingly, instead of requiring such proof, CFX and the DESIGN/BUILDER agree that CFX shall be entitled to assess as liquidated damages for delay (but not as a penalty), and the DESIGN/BUILDER shall pay CFX Five Hundred and 00/100 Dollars (\$500.00) for each calendar day that expires after the time specified above for Substantial Completion until the Work achieves Substantial Completion or until the scheduled Final Completion date, whichever occurs first.

B. Final Completion. If the DESIGN/BUILDER shall neglect, refuse, or fail to complete the Work within the time specified above for Final Completion (plus such additional time as may have been granted by CFX), CFX and the DESIGN/BUILDER agree that CFX shall be entitled to assess as liquidated damages for delay (but not as a penalty), and the DESIGN/BUILDER shall pay CFX Two Hundred Fifty and 00/100 Dollars (\$250.00) for each calendar day that expires after the time specified above for Final Completion.

ARTICLE 3. CONTRACT PRICE

3.1 CFX will pay DESIGN/BUILDER the fixed amount of \$2,470,230.00 for completion of the Work in accordance with the price proposal attached hereto as **Exhibit "B"** and incorporated herein by reference, and any and all other Contract Documents ("Contract Price"). Any and all payments of the Contract Price shall be paid by CFX to DESIGN/BUILDER in accordance with Article 4 hereof.

ARTICLE 4. PAYMENT PROCEDURES

4.1 DESIGN/BUILDER shall submit, and CFX will review and if acceptable, process for payment, applications for payment in accordance with Section 7 of the General Specifications (hereinafter defined). DESIGN/BUILDERS'S monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as CFX reasonably may require.

A. Progress Payments; Retainage. DESIGN/BUILDER will receive from CFX partial payments of the Contract Price in monthly payments based on estimates of the amount of Work done or completed as of the date of the Application of Payment (including delivery of certain materials as specified below). The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in any subsequent monthly estimates and the final estimate and payment.

For any lump sum items included in the Contract Price, all such lump sum payments will be measured by the Schedule of Values prepared by DESIGN/BUILDER and agreed upon by CFX, less (i) an amount retained by CFX; and (ii) payments previously made by CFX to DESIGN/BUILDER for such lump sum item. For unit price items, payments will be made for quantities measured and accepted by CFX less (i) an amount retained by CFX; and (ii) payments previously made by CFX to DESIGN/BUILDER for unit price items. The amount retained shall be ten percent (10%) of the value of the Work completed exceeding 75% of the Contract Price.

B. Progress Payments; Stored Materials. Progress payments will be allowed for materials stockpiled in approved locations in the vicinity of the Project. 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 materials on which partial payment is to be made will be incorporated into the Project.
2. Delivery charges will be included in partial payments if properly documented.
3. Partial payments will not be made for materials that were stockpiled prior to award of the Contract for the Project.
4. In no case will partial payments for materials (including partial payments for delivery) exceed 50% of the value of the item.

C. Final Payment. Upon Final Completion and Final Acceptance of the Work by CFX in accordance with paragraph 7.9 of the General Specifications, CFX shall pay to DESIGN/BUILDER the remainder of the Contract Price.

ARTICLE 5. DESIGN/BUILDER'S REPRESENTATIONS

5.1 DESIGN/BUILDER makes the following representations:

A. DESIGN/BUILDER has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 6.1.A through I.

B. DESIGN/BUILDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. DESIGN/BUILDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. DESIGN/BUILDER is aware of the general nature of Work to be performed by CFX and others at the Site that relates to the Work as indicated in the Contract Documents.

E. DESIGN/BUILDER has correlated the information known to DESIGN/BUILDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. DESIGN/BUILDER has given CFX written notice of all conflicts, errors, ambiguities or discrepancies that DESIGN/BUILDER has discovered in the Contract Documents and the written resolution thereof by CFX is acceptable to DESIGN/BUILDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6. CONTRACT DOCUMENTS

6.1 The Contract Documents which comprise the entire agreement between CFX and DESIGN/BUILDER concerning the Work consist of the following:

A. This Agreement (pages B-1 to B-7, inclusive) and any exhibits hereto, including, without limitation, the following:

Exhibit "A" - Scope of Services

Exhibit "B" - Price Proposal

B. Design Criteria Package including the Technical Specifications and Drawings.

C. Limited Notice to Proceed and Notice to Proceed.

D. Performance and Payment Bond, consisting of pages PPB-1 through PPB-4.

E. General Specifications of the Contract between CFX and DESIGN/BUILDER (pages 1 to 138, inclusive) including Appendix A, Disputes Review Board Three Party Agreement (pages ATT-1 to ATT-9) (collectively, the "General Specifications").

F. Addenda numbers 1 through 2 inclusive.

G. Memorandum of Agreement.

H. The following which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto.

1. All Work Change Directives, Change Orders, Written Amendments, Field Orders, and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 7 of the Agreement, duly executed by CFX.

2. Specifications as defined in Paragraph 1.3.54 of the General Specifications.

3. Plans as defined in Paragraph 1.3.41 of the General Specifications.

6.2 The documents listed in paragraph 6.1 above are attached to this Agreement (except as expressly noted otherwise above).

6.3 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Article 7 of the Agreement.

ARTICLE 7. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

7.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- Documents;
- A. CFX's approval of any required Submittals pursuant to the Contract
 - B. A Work Change Directive;
 - C. A Supplemental Agreement;
 - D. A formal Written Amendment; or
 - E. A Field Order.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are not otherwise defined herein shall have the mean attributed to them pursuant to Section 1 of the General Specifications as defined in Article 6.1E above and attached hereto and incorporated herein by reference ("General Specifications").

8.2 No assignment by a Party of any rights under or interests in the Contract Documents will be binding on another Party without the written consent of the Party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 CFX and DESIGN/BUILDER each binds itself, its partners, successors, assigns and legal representatives to the other Party, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CFX and DESIGN/BUILDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 DESIGN/BUILDER agrees to abide by CFX's Code of Ethics, to the extent applicable, and to timely submit CFX's Potential Conflict Disclosure Form.

8.6 In accordance with Section 725.06, Florida Statutes, DESIGN/BUILDER shall indemnify and hold harmless CFX, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of DESIGN/BUILDER and persons employed or utilized by DESIGN/BUILDER in the performance of this Contract. If it is found that the monetary limitation in Section 725.06, Florida Statutes, applies to any indemnification provision in this Contract or application thereof, and the parties submit that the monetary limitation does not apply, then the monetary limitation of DESIGN/BUILDER'S liability shall be the total amount paid or to be paid on this Contract, as it may be amended or supplemented, which limitation DESIGN/BUILDER agrees bears a reasonable commercial relationship to the Contract and is part of the Project Specifications or bid documents.

8.7 To the extent that there are design professional services subject to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, DESIGN/BUILDER shall indemnify and hold harmless CFX, and its officers and employees, from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of DESIGN/BUILDER and other persons employed or utilized by DESIGN/BUILDER in the performance of the Contract.

[SIGNATURES TO FOLLOW]

Project 599-407
Contract No. 002063

IN WITNESS WHEREOF, CFX and DESIGN/BUILDER have signed this Agreement on the date set forth below. All portions of the Contract Documents have been signed, initialed or identified by CFX and DESIGN/BUILDER. This Contract was awarded by CFX's Governing Board at its meeting on April 11, 2024.

D3ENERGY, LLC

By: _____

Print Name: _____

Title

DATE: _____

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

Approved as to form and execution
for reliance by CFX only.

General Counsel for CFX Print

Name: Angela Wallace

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGN/BUILD
Design Criteria Package

For

Three Mainline PV Deployments
(Pine Hills, Forest Lake, & Curry Ford Plazas)

CFX Project Number: 599-407
Contract No.: 002063

January 2024

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ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Scope of Services as though fully set forth herein.

- Attachment A – PV Conceptual Drawings (PDF)
- Attachment B – Sample Duke Energy Contract
- Attachment C – Technical Specifications
- Attachment D – General Specifications
- Attachment E – Civil Site Plans for Pine Hills Mainline Plaza (Signed & Sealed)
- Attachment F – Sample Project Schedule
- Attachment G – Sample QC Plan
- Attachment H – Record Drawings
- Attachment I – Geotech Reports
- Attachment J – Drainage Calculations
- Attachment K – CFX ITS Design Details
- Attachment L – Special Provisions

1 Design Criteria Introduction

This Scope of Services includes the criteria for the design of several components, as noted below, associated with design and construction of the three photovoltaic arrays for the Pine Hills, Forest Lake, and Curry Ford Mainline Toll Plazas. Pine Hills and Curry Ford shall be mounted on a floating array and Forest Lake shall be a ground mounted system.

The Design/Builder shall perform all investigations, coordination, and design to produce final approved construction plans for three fully operational photovoltaic array systems. Scope of work shall include but not be limited to floating structures, the photovoltaic arrays, drainage, mounting and rack structures, structural support & foundations, electrical distribution system, utility interconnection, necessary permitting, and traffic control. The Design/Builder shall provide signed and sealed construction plans for the photovoltaic array and corresponding components.

1.1 Project Description

Photovoltaic Array:

The photovoltaic arrays shall be designed and constructed at the Sites shown within the conceptual drawings. The array shall be designed and constructed to meet minimum technical requirements as outlined in section 6, Technical Criteria, of the scope of services. The Design/Builder shall be responsible for the furnishing and installation of the arrays, mounting structures, inverters, wiring, transformers, and other electrical and structural components needed to ensure a proper connection to the utility meters for a net metering configuration.

Mounting and Rack Structures:

The Design/Builder shall construct all floating structures, anchors and mooring for the photovoltaic panels and the balance of system equipment. These structures shall be designed to Risk Category 1 per ASCE 7 for a floating application. The Design/Build team shall be responsible for ensuring that corrosion shall not impact the performance of the system over the course of a 25-year array lifetime. Foundations of either helical shaft, driven post or concrete embedded types are acceptable for the ground mount array. The ground mount structures shall be designed to Risk Category 1 per ASCE 7 for a ground mount application.

Right-of-Way:

The Design/Builder shall identify the limits of their project within the designated areas and obtain approval from the Central Florida Expressway Authority. The Design-Builder shall not use any property outside of the identified areas for the design for either temporary or permanent construction. The Design/Builder will not be required to obtain new/additional ROW or easements for this project.

Geotechnical:

The Design/Builder shall perform a geotechnical investigation of the site. Geotechnical investigation shall include bathymetry studies and will be required for the foundation design for the ground mounted system as well as the mooring and anchoring design for the floating applications.

Site Improvements:

The Design/Builder shall construct maintenance access roads and site improvements shown in Civil Plans. Maintenance access roads shall be constructed to meet minimum technical requirements as outlined in section 6, Technical Criteria, of the scope of services.

Temporary Traffic Control:

The Design/Builder shall develop and implement an acceptable temporary traffic control plan (TTCP). The TTCP shall maintain all of the interchange and roadway movements at all times, unless approved by CFX. The Temporary Traffic Control shall comply with the CFX Design Guidelines and follow FDOT Standard Plans. If deviation from the CFX Design Guidelines or FDOT Standard Plans are required, then the Design/Builder shall develop a TTCP set, signed and sealed by a Florida PE, to be submitted to CFX for approval. Every effort shall be made to minimize impacts to the motoring public during construction.

Utilities:

The Design/Builder shall coordinate with Utility Providers to initiate the required system impact studies within 90 days of Notice to Proceed. It is anticipated that new utility transformers will be required at the Forest Lake and Curry Ford Mainline Plazas. CFX will incur the costs of the required utility transformer upgrades. Early coordination from the Design/Builder is required for this activity to avoid impacts to the project schedule. Design/Builder shall utilize their 60% design documents, reviewed and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from Utility Providers on behalf of CFX in accordance with their rules and Florida Administrative Code. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection. The Design/Builder is responsible for all utility relocations and coordination for all utilities within the project limits as stated within the special provisions.

2 Design/Builder Qualifications

The Design/Builder shall demonstrate or employ the services of a Subcontractor who can demonstrate to the Engineer and the Owner that they specialize in the design and construction of

photovoltaic array systems. The Design/Builder must meet the following list of qualifications:

1. Provide documentation in the form of a Florida State License demonstrating the credential of Master Electrician, Electrical Contractor, or Certified Solar Contractor (CVC, CWC).
2. Provide documentation demonstrating a minimum of three (3) examples of successful design & installation of a floating solar photovoltaic system and five total (5) examples of successful solar design & installation of solar photovoltaic systems, with at least three (3) installation within the State of Florida. All projects shall be within the last ten (10) years.
3. Registered with the State of Florida (sunbiz.org).
4. Bonding Capacity: proposer to submit letter stating their current bonding capacity, performance bonding and completion guarantee capability; source of historical debt financing in the bank or capital markets inclusive of institutional equity.

Below is a list of FDOT pre-qualifications applicable to the proposed photovoltaic system. The Design/Builder should note in their proposal the appropriate prequalification work class for the Designer and the Builder. Although FDOT pre-qualification is not required, having pre-qualification will be an advantage.

Design/Professional Services

Type of Work 4.1.1: Miscellaneous Structures

Type of Work 9.1: Soil Exploration

Type of Work 9.2: Geotechnical Classification Lab Testing

Type of Work 9.4: Foundation Studies

Type of Work 9.5: Geotechnical Specialty Lab Testing

Construction Services

Electrical Work

Drill Shaft (as needed only if drilled shaft foundations are the selected foundation type)

Underground Utilities (Electric)

Utility Work

2.1 Design/Builder Financial Information

The Design/Builder shall provide three (3) years of audited financial reporting for the Design/Builder or, if applicable, any proposed guarantor. Financial information should include, at a minimum, a Balance Sheet, Statements of Income, and Statements of Cash Flows, with accompanying footnotes.

3 Governing Regulations

The services performed by the Design Build Firm shall be in compliance with all applicable manuals and guidelines, including the CFX, American Association of State Highway and

Transportation Officials (AASHTO), American Concrete Institute (ACI), American National Standards Institute (ANSI), American Society of Civil Engineers (ASCE), American Society for Testing and Materials (ASTM), Federal Highway Administration (FHWA), Florida Building Code (FBC), Florida Department of Transportation (FDOT), Institute of Electrical and Electronics Engineers (IEEE), InterNational Electrical Testing Association (NETA), International Electrotechnical Commission (IEC), National Electrical Code (NEC), National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), and additional requirements specified in this document. Except to the extent consistent with the specific provisions in this document or as otherwise noted below, including updates of the following Manuals and Guidelines, shall be used in the performance of this work. The most recently published standard or reference must be used unless a specific year is mentioned below.

1. CFX Design Guidelines
2. National Fire Protection Agency 70 – National Electric Code (NEC) latest approved code, with local amendments
3. Codes, standards, policies, regulations and recommended configurations required by Electric Utility Provider
4. ASCE 7: Minimum Design Loads for Buildings and Other Structures
5. Florida Department of Transportation Design Manual (FDM)
6. Florida Department of Transportation Standard Plans
7. Florida Department of Transportation Drainage Manual
8. Florida Department of Transportation Soils and Foundations Handbook
9. Florida Department of Transportation Structures Manual
10. Florida Department of Transportation CADD Manual
11. Florida Department of Transportation's Utility Accommodation Manual
12. CFX ITS Design Details

3.1 PV Specific Regulations

Below is a list of regulations and codes pertaining to photovoltaic systems specifically. This list does not cover all regulations that the Design/ Builder shall comply with.

- IEC 62446-1 PV Systems – Requirements for Testing, Documentation, and Maintenance
- IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems
- NEMA C119.4 Electric Connectors - Connectors for Use Between Aluminum-to-Aluminum or Aluminum-to-Copper Conductors Designed for Normal Operation at or Below 93 Degrees C and Copper-to-Copper Conductors Designed for Normal Operation at or Below 100 Degrees C
- NETA ATS Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems
- NFPA 70E Standard for Electrical Safety in the Workplace

NFPA 780	Standard for the Installation of Lightning Protection Systems
UL 969	UL Standard for Labeling Systems
UL 1449	UL Standard Protective Devices for Safety Surge Protective Devices
UL 1703	UL Standard for Safety Flat-Plate Photovoltaic Modules and Panels
UL 1741	UL Standard for Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources
UL 2703	UL Standard for Safety Mounting Systems, Mounting Devices, Clamping/Retention Devices, And Ground Lugs For Use With Flat-Plate Photovoltaic Modules And Panels
UL 61730	PV Module Safety Qualification

4 Survey

The Design/Builder shall provide its own topographical and utility survey of the project sites. The Design/Builder shall be responsible for verification of existing conditions, including research of all existing CFX records and other information. A geophysical investigation is required of all areas where new utilities will cross existing utilities. By execution of the contract, the Design/Builder specifically acknowledges and agrees that the Design/Builder is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design/Builder and that any information provided by CFX is merely to assist the Design/Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

5 Geotechnical

The Design/Builder shall conduct its own geotechnical investigations at the site, per ASCE 7 requirements based on the requirements for the mooring and anchoring of the floating PV application and for the foundation design that is selected for the ground mount/elevated structural application. This includes but is not limited to responsibility for the borings, bathymetry, investigations, analysis, reporting, and ultimately incorporation into the design documents and the physical construction. The geotechnical investigations shall be performed at the beginning of the project and scheduled within 15 business days following the NTP. This geotechnical investigation and report shall be used for the design process. If preliminary geotechnical investigation reports are provided by owner, they are ONLY provided for reference during the bidding process. The geotechnical investigations shall encompass the entire right-of-way and designated areas for this project. The Geotechnical Report and Plan sheet shall be signed and sealed by a licensed Professional Engineer in the State of Florida.

6 Technical Criteria

6.1 General

The Design/Builder shall prepare the Photovoltaic Array Package for all three Mainline Plaza sites generally as shown on the drawings of Appendix A. This work effort includes the technical and site analysis needed to prepare a complete set of Photovoltaic Plans, Civil Plans, Temporary Traffic Control Plans, Permits, and other necessary documents.

6.2 Design Criteria:

Any deviation from the Governing Regulations and/or CFX's Design Guidelines shall require approval from CFX. The Design/Builder shall submit such requests to CFX for their consideration. If not accepted by CFX, then the Design/Builder shall modify the design so that all design criteria and practices are met. Deviations from AASHTO criteria shall not be considered by CFX for this Project. CFX will not consider any deviation from the required design criteria prior to the submission of the Proposal.

The photovoltaic array design for the three Mainline Plaza sites shall be developed to meet the minimum performance specifications and design specifications cited below.

- **Site Specific Minimum Performance Specifications:**
 - Pine Hills Mainline Toll Plaza**
 - PV array capacity (min): 303 kWdc
 - Annual Power Production (min for 1st year): 467 MWhr
 - Connection to meter number 1ZR11291.
 - Forest Lake Mainline Toll Plaza**
 - PV array capacity (min): 236 kWdc
 - Annual Power Production (min for 1st year): 368 MWhr
 - Connection to meter number 9915819
 - Curry Ford Mainline Toll Plaza**
 - PV array capacity (min): 236 kWdc
 - Annual Power Production (min for 1st year): 374 MWhr
 - Connection to meter number 9900105.
- **Design Specifications:**
 - DC/AC Design Ratio (max): 1.2
 - Life of PV system (min): 25 years
 - Average annual PV system degradation (max): 0.6% per year
 - Module efficiency (min): 17%
 - Panel temperature coefficient (max): -0.45% per degree Celsius
 - Racking system designed for a Risk Category I.
 - Monocrystalline modules
 - Fixed tilt racking system

- String inverters
- All components constructed within right-of-way areas.
- Panels must face true solar south.
- Voltage Drop (max): 3% for individual strings/circuits, 5% total at the point of interconnection with the utility provider.
- Grounding Resistance (max): 5 Ohms
- PV Module Support Floating Structure: driven post floating system with maintenance walkways and anchor/mooring support.
- PV Module Support Ground Mount Structure: helical shaft, driven post or concrete embedded types.
- PV Ground Mount Module Structure: Structure shall be designed so all electrical connector ports are safely above a height corresponding to a 25-year flood with a 96-hour duration. The minimum panel mounting height shall be 3' above the pond bottom elevation. The Design/Build team can modify the minimum mounting height if drainage calculations are provided and approved by CFX showing a lower peak stage volume of a 25-year/96-hour storm that is less than 3' above pond bottom.
- All equipment must be listed and labeled in accordance with OSHA-listed nationally recognized testing laboratories (NRTL) and installed in accordance with the listing requirements and the manufacturer's instructions.
- Provide all accessories needed for a complete, secure, operational grid-tied PV system.
- Wiring and connections of inverters, PV source circuits, AC branch circuits, and all interconnections must be rated at a minimum for IP65 in accordance with NEMA IEC 60529.

6.3 Geometric

The Design/Builder shall preserve as many of the existing trees located within the construction area through coordination of design and construction activities. The Design/Builder shall prepare a design that minimizes landscaping impacts, identify any potential vegetation that will negatively impact the planned PV array and coordinate with CFX for tree tagging prior to the disturbance of any vegetation or trees within the project area.

6.4 Maintenance Access Road

The Design/Builder shall construct the maintenance access road depicted in the Civil Plans. Any deviations from the Civil Plans shall be designed by a Professional Engineer licensed in the State of Florida and shall be submitted and approved by CFX. The maintenance access road shall utilize the following minimum criteria:

- Width: 12 feet
- Cross Slope: 3%

- Inside radius: 30 feet
- Material: Sod over 12 inches of Type B stabilization (LBR 40)
- Side Slopes: 1V:6H; 1V:3H (or flatter) in constrained conditions

CFX will perform Independent Assurance testing for the maintenance access road construction in lieu of requiring Contractor Quality Control testing, as outlined in Section 105 of the FDOT Standard Specifications and Section 2 of this Design Criteria Package. Independent Assurance testing will be performed to ensure the maintenance access road meets the criteria of Sections 120 and 160 of the FDOT Standard Specifications. The Design/Builder shall coordinate with the CEI during maintenance access road construction to allow for Independent Assurance sampling and testing.

7 Structural Criteria

7.1 General

Photovoltaic mounting racks shall be constructed in accordance with the governing regulations outlines in section 2 of the scope of services. The racking systems shall be spaced so that the shading caused by each array of modules does not impact the performance of another array. The modules shall face true south and have an unobstructed solar window from 9am to 3pm, solar time.

7.2 Design Analysis

The Design/Builder shall submit final signed and sealed documentation by a licensed Professional Engineer in the State of Florida prepared during the development of the structures plans for photovoltaic array site layout, mounting racks, and mounting for inverters, wiring, and transformers.

The Design/Builder shall ensure that the final Geotechnical recommendations and reports required for final design are submitted with the 90% structural plans.

7.3 Construction Limitations

The Design/Builder shall provide clearances to maneuver around the site for operation, maintenance, general access and to provide protection for existing structures. Access to the site for maintenance vehicles shall be provided.

1. The Design/Builder shall furnish and install an access drive according to Attachment E. Any proposed deviations to this plan must be signed and sealed by a Florida P.E. and submitted and accepted by CFX as a part of the proposal process.
2. All photovoltaic paneling and mounting racks shall be constructed a minimum of 20 feet from retaining walls, sound walls, and project area boundaries.

7.4 Floating PV Mounting

The Design/Builder shall design and construct anchoring and mooring for the floating photovoltaic racking system. The anchoring and mooring shall follow the governing regulations as outlined in section 3 of the scope of services.

- The floating support system shall have a minimum 25-year life in the environmental conditions specified in Section 4.1.
- Rack System shall utilize a floating system that has been successfully implemented for PV installation in the last 3 years.
- The panels shall be mounted on floating racks, facing due south.
- The mounting racks shall be aligned in rows along east to west axis across the desired area and be located to avoid possible shading.
- The rack system shall be anchored to the ground and capable to withstand wind load regulations for the State of Florida.
- The racking system shall be inclined to a fixed tilt angle.
- The Rack System shall include a floating cable or cable on a floating tray float. Cable shall be on the surface and be sized according to system size and NEC requirements. Enough slack shall be used to accommodate seasonal water level variation.
- The floating system shall be designed to provide maintenance access to each panel. This shall be accomplished with a dedicated, minimum 16" wide, walkway provided between each row of panels. The walkways and the overall floating system shall be rated to support a 250-pound person.

7.5 Ground Mount Foundations

The Design/Builder shall design and construct foundational support for the photovoltaic racking system. The foundational support shall be in compliance with the governing regulations as outlined in section 3 of the scope of services. Helical shaft, driven post, or cast-in-place foundations shall be designed and constructed in accordance with AASHTO and FDOT Standard Specifications for Road and Bridge Construction. The Design Builder shall submit for approval material and construction Specifications for the selected foundation type.

If Helical Piles are the selected method of foundation, the Design/Builder shall provide specifications on the minimum and maximum torque requirements for the installation, supported by calculations signed and sealed by a Florida Professional Engineer.

7.6 Ground Mount Ground Cover

The Design/Build team shall restore the ground cover underneath the PV panels/array at the Forest Lake site to pre-construction elevations. Construction debris is to be removed and the site shall be raked to an even level within the project area. The Design/Build team shall coordinate with CFX Landscape Maintenance for approval of the final state of the ground cover. CFX shall provide final landscaping under the array.

7.7 Balance of System Components

The Design/Builder shall design and construct all needed balance of system components including fasteners, brackets, enclosures, racks, and other structural supports for the installation of the photovoltaic array components. Balance of system components shall be designed to meet the same wind speed criteria as the main structure.

8 Temporary Traffic Control

8.1 Traffic Control Analysis:

The Design/Builder shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The TTCP shall be prepared by a certified designer who has completed the FDOT's Advanced MOT training course, and in accordance with the FDOT's Standard Plans and the FDOT Design Manual. Any deviations from the Standard Plans shall be completed by a Professional Engineer licensed in the State of Florida and shall be submitted and approved by CFX.

8.2 Temporary Traffic Control Plans:

The Design/Builder shall coordinate all construction activities with adjacent project(s).

The Design/Builder shall utilize Index Series 102-600 of the FDOT's Standard Plans where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design/Builder shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), and traffic control plan sheet(s).

The Design/Builder shall prepare additional plan sheets, if necessary, such as cross sections, profiles, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

The following additional traffic control criteria shall be maintained by the Design-Builder:

- Traffic shall be maintained in accordance with FDOT Standard Plans, Index 102-600 series.

- The Design/Builder shall coordinate with toll plaza managers 72 hours prior to performing any traffic control work within 2,000 feet of a toll plaza.
- Existing posted speeds shall be maintained at all times during construction.
- Minimum lane widths to be accommodated at all times include:
 - SR 408, SR 417 & SR 429: inside 12' lane, outside 12' lane
- Minimum shoulder widths shall be maintained at all times during construction as per the Standard Index.
- The Design/Builder shall be responsible for providing a law enforcement officer during all lane closure operations and during all night operations.
- CFX property affected by the construction work shall be restored to a condition equal to or better than existing pre-construction condition unless specifically exempt in the plans. All cost shall be incidental to existing pay items.

8.3 Traffic Control Restrictions:

Along SR 408, 417, & 429 tollway there shall be NO LANE CLOSURES ALLOWED between the hours of 6:00 AM to 9:00 PM. The time required for set up and removal of lane closures shall occur within the allowable lane closure times. A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. The Design/Builder shall have only one through lane closed in each direction on SR 408, 417, & 429 during the permitted lane closure hours. All lane closures shall not exceed two (2) miles in length, inclusive of required tapers. Ramp closures are not permitted unless approved by CFX. The Design/Builder shall complete and submit the anticipated lane closure form to CFX a minimum of 14 calendar days prior to the start of the proposed lane closure. All lane closures, including approved ramp closures, must be reported to the local emergency agencies, the media and the CFX information officer. Also, the Design/Builder shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project during the events below

- CFX recognized Holidays

The Design/Builder shall provide an off-duty law enforcement officer with a marked vehicle during the setup, operation and removal of all lane closure operations.

9 Toll Plaza

The proposed photovoltaic array system shall be designed and constructed to support the power load of the Pine Hills, Forest Lake, and Curry Ford Mainline Toll Plazas. The Design/Builder is

responsible for avoiding impacts to all existing toll collection equipment and toll collection communication equipment within the project limits for the duration of the construction. Toll collection, Intelligent Transportation Systems operations and highway lighting shall be maintained at all times. Any impacts to the toll collection system caused by construction activities associated with this project shall be the responsibility of the Design/Builder. CFX reserves the right to use on staff maintenance contractors to rectify any damage or other impacts caused by the Design/Builder and deduct any associated costs for the repairs from payments due to the Design/Builder.

10 Utilities

The Design/Builder is required to conduct all utility coordination and scheduling of the relocation of the utilities, if necessary, as a result of their design.

The Design/Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design/Builder's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and properly coordinating this information.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to CFX for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
10. Providing periodic Project updates to CFX as requested.
11. Coordination with CFX on any issues that arise concerning reimbursement of utility work costs.

10.1 Utility Work Schedules

The Utility Adjustments shall be governed by the Florida Department of Transportation's

Utility Accommodation Manual, Florida Statutes and Florida Administrative Code.

No Utility Work Schedules are provided as no utility adjustments are anticipated by the Design-Builder. The Design-Builder shall be responsible for Utility Work Schedules if required by their design.

10.2 Electrical Service Interconnection

Duke Energy Interconnection

As a part of the interconnection agreement process, Duke Energy will perform a System Impact Study. **The Design/Builder shall coordinate with Duke Energy to initiate the required system impact studies within 90 days of Notice to Proceed.** All fees imposed by Duke Energy for the system impact study and the interconnection agreement will be provided by the Design/Builder. Design/Builder shall utilize their 60% design documents, reviewed and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from Duke Energy on behalf of CFX in accordance with Duke rules and Florida Administrative Code. The interconnection agreement will be between Duke Energy and CFX. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection.

- 1) Florida Administrative Code Chapter 25-6.0065 is found on their website here: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=25-6>.
- 2) Duke Energy Section No. IV General Rules and Regulations Governing Electrical Service Section VIII; 8.08 “Net Metering for Customer-Owned Renewable Generation”
- 3) A link to Duke’s Renewable Energy general information website with links to the “Interconnection Portal” can be found here: <https://www.duke-energy.com/Home/Products/Renewable%20Energy/Generate%20Your%20Own>.

The Design/Builder is responsible for the design and installation of the proposed buried electric raceway for the photovoltaic array and associated electrical connections in accordance with Specification Section 745 and applicable CFX ITS Design Details and Specifications. The interconnection costs to the Design/Builder may include but not limited to Duke requirements for conduits, pull boxes, manholes, electrical service wire, and all coordination efforts with Duke Energy. The Design/Builder shall locate all electric service points (from the meter to the load center) within the construction area.

OUC Energy Interconnection

As a part of the interconnection agreement process, OUC may require a System Impact Study. **The Design/Builder shall coordinate with OUC to initiate the required**

system studies within 90 days of Notice to Proceed. All fees imposed by OUC for the system study and the interconnection agreement will be provided by the Design/Builder. Design/Builder shall utilize their 60% design documents, reviewed, and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from OUC on behalf of CFX in accordance with OUC rules and Florida Administrative Code. The interconnection agreement will be between OUC Energy and CFX. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection.

- 1) Florida Administrative Code Chapter 25-6.0065 is found on their website here: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=25-6>.
- 2) IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems
- 3) IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Energy Resources with Electric Power Systems.
- 4) UL-1741 (2005) Inverters, Converters, Controllers, and Interconnection System Equipment for use with Distributed Energy Resources
- 5) 2005 National Electric Codes, all relevant articles (or subsequent revisions) and local building codes.
- 6) OUC's Guide for Producer-Owned Generating Interconnections

A link to OUC's Solar Solutions general information website with links to the Solar Interconnection application can be found here: [Sign-on credentials for Solar Contractors instructions clean 5-24-2022 \(ouc.com\)](#).

Interconnection requirements can be found here:

[Appendix A – Interconnection Requirements: Microsoft Word - Interconnection Agreement - Web Layout - Pending Approval.docx \(ouc.com\)](#)

11 Quality Control, Schedule, and Plan Progression Requirements

11.1 Quality Control Plan

The Design/Builder shall submit a Quality Control Plan (QCP), in accordance the General Conditions. The Design/Builder's QCP shall be submitted within 15 business days following Notice to Proceed. A sample QCP is provided in Appendix G for reference purposes, providing the format and general expectations of a QCP.

P. Quality Management Plan (QMP):

1. Design:

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other

services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition, the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted. The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

2. Construction:

Contractor Quality Control testing requirements for the maintenance access road will be waived as outlined in Section 6.4 of this Design Criteria Package. The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan for any other construction activities or materials subject to the provisions of Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by the Department. The Design-Build Firm will use the Department's database(s) to allow audits of materials used to assure compliance with the STRG. The Department has listed the most commonly used materials and details in the Department's database. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the State Materials Office website for instructions on gaining access to the Department's databases: <http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm> Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Department database in accordance with Section 105 of Standard Specifications. The Department, and FHWA, as necessary, shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Department's Materials Acceptance Program.

11.2 Schedule

The Design/Builder shall submit a Schedule, in accordance with the General Conditions. The Design/Builder's Schedule shall allow for up to fifteen (15) business days (excluding weekends and CFX observed Holidays) review time for the CFX's review of all submittals. A sample Schedule is provided in Appendix F for reference purposes, providing the format and general expectations of a Schedule.

11.3 Schedule of Values

The Design/Builder is responsible for submitting estimates requesting payment. Estimates requesting payment shall be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment shall be made upon final acceptance by CFX of the Project. The Design-Builder must submit the schedule of values to CFX for approval. No estimates requesting payment shall be submitted prior to CFX approval of the schedule of values.

Upon receipt of the estimates requesting payment, CFX will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

11.4 Phase Plan

The Design/Builder shall prepare and submit Final Signed and Sealed plans for the full scope of work for review and acceptance by CFX, see Section 13 for design sequence and requirements. The Design/Builder shall request Construction Notice to Proceed prior to beginning any construction. Any work that is started before the acceptance of the final signed and sealed plans is at the sole risk to the Design/Builder. The general requirements governing the progression and schedule are:

1. The design plans must be submitted and approved. Plans will be returned to the Design/Builder within fifteen (15) business days (excluding weekends and CFX observed Holidays) with approvals or request for additional information. This turnaround is based upon complete and accurate submittals being made by the Design/Builder in accordance with the most current submittal schedule approved by the CFX. The Design/Builder shall request Construction Notice to Proceed prior to beginning any construction. Any work undertaken by the Design/Builder prior to approval is at its own risk.
2. A hard copy of all final signed and sealed plans and Technical Special Provisions (with all corrections/changes made to the 100% submittals) and a disk of the CADD files shall be submitted to the CFX as part of the Final Plans Submittal.

3. Shop drawings approved by the Engineer of Record shall be furnished to CFX for acceptance. Shop drawings shall be submitted and accepted prior to the installation of the components.
4. No construction activity which affects traffic flow in any way shall be undertaken prior to the submittal and approval of the temporary traffic control for that phase of work.
5. As-Built and Record drawings shall be submitted to CFX before Final Acceptance of the project. These plans shall include GIS locates of the installed infrastructure which follows the CFX ITS Technical Special Provisions. A disk of the CADD files shall be submitted to the CFX as part of the Record Drawings, incorporating all as-built conditions recorded in the CADD files.

11.5 Commissioning and Acceptance Testing

Design Builder shall engage the services of a qualified testing organization, NABCEP-certified professional, or licensed electrician to provide inspection, testing, calibration, and adjustment of the solar photovoltaic electrical distribution system and equipment listed herein. Organization must be independent of the supplier, manufacturer, and installer of the equipment. Submit name and qualifications of organization. Organization must have been regularly engaged in the testing of electrical materials, devices, installations, and regularly engaged in solar PV systems for a minimum of five years.

Organization calibration program requirements:

- a. Provide a calibration program which assures that all applicable test instruments are maintained within rated accuracy.
- b. Accuracy: Traceable to the National Institute of Standards and Technology.
- c. Instrument calibration frequency schedule: Less than or equal to 12 months for both test floor instruments and leased specialty equipment.
- d. Dated calibration tables: Visible on all test equipment.
- e. Calibrating standard: Higher accuracy than that of the instrument tested.
- f. Keep up-to-date records that indicate dates and test results of instruments calibrated or tested. For instruments calibrated by the manufacturer on a routine basis, in lieu of third-party calibration, include the following:
 - Maintain up-to-date instrument calibration instructions and procedures for each test instrument.
 - Identify the third-party laboratory calibrated instrument to verify that calibrating standard is met.

A commissioning and acceptance testing plan with coordinated check sheets shall be provided in accordance with IEC 62446-1 "PV Systems – Requirements for Testing, Documentation, and Maintenance" and IEEE 1547. Submit plan for review by CFX.

During the acceptance testing, a CFX representative shall observe and verify each system performance. Required commissioning and acceptance test services includes ensuring the PV systems achieve performance objectives.

Acceptance Tests

- a. Provide final and complete commissioning of the solar PV system.
- b. Verify that all electrical components are installed and connected according to the requirements of the PV electrical drawings, specifications, and manufacturer's written instructions.
- c. Before starting or operating the system, check continuity of all conductors and grounding conductors to verify that there are no faults and that all equipment has been properly installed according to the manufacturer's recommendations. Check factory instructions to see that installations have been made accordingly. Check equipment for any damage that may have occurred during shipment, after delivery, or during installation. Replace damaged equipment.
- d. Before starting or operating the system, obtain a final inspection approval and final inspection from the Owner. Be present on site for both inspections.
- e. Make final adjustments to all inverters and monitoring equipment so that they will be placed in an acceptable operating condition. Adjustable parameters must be set so that the PV system will produce the maximum possible amount of energy on an annual basis.

12 **Permits**

The Design/Builder shall be responsible for obtaining, paying for, and following all necessary permitting required for the project.

All construction activities shall be in accordance with the permits. The Design/Builder shall be responsible for preparing final designs and proposing construction methods that conform to the permits obtained. It shall be the responsibility of the Design/Builder to modify affected permits, including the responsibility of payment of all required permit fees. All permits, including dewatering, required for a particular construction activity shall be acquired by the Design/Builder prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, shall be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation.

Any fines levied by permitting agencies shall be the responsibility of the Design/Builder.

The Design/Builder shall also submit to CFX As-built Certifications required by the permitting agencies as part of the notification of completion of construction. The certificates shall be signed and sealed by a professional land surveyor or professional engineer registered in the State of

Florida.

12.1 Design Analysis and Permitting

The Design/Builder shall be responsible for preparing designs and proposing construction methods that are permissible. The Design/Builder shall be responsible for any required permit fees. All permits required for a particular construction activity shall be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, shall be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, CFX is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

The Design/Builder shall be responsible for modifying the issued permits as necessary to accurately depict the final design. The Design/Builder shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the CFX prior to submittal to the agencies.

Any modifications to the drainage structures shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations.

Preparation of all documentation related to the acquisition of all applicable permits shall be the responsibility of the Design/Builder. Preparation of complete permit packages shall be the responsibility of the Design/Builder. The Design/Builder is responsible for the accuracy of all information included in permit application packages. As the permittee, CFX is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. Once the CFX has approved the permit application, the Design/Builder is responsible for submitting the permit application to the respective permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the permitting agencies shall be sent to the CFX. If any agency rejects or denies the permit application, it is the Design/Builder's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design/Builder shall be responsible for any necessary permit extensions or re-permitting in order to keep the permits valid throughout the construction period. The Design/Builder shall

provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the CFX prior to submittal to the agencies.

The Design/Builder shall be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design/Builder. The Design/Builder shall be responsible for complying with all permit conditions.

12.2 Probable Permits

Below is a list of potential permits and regulatory concerns that are applicable to this project. This is not an exhaustive list of all required permits and codes to be obtained and followed but can be used for reference. The Design/Builder shall be responsible for identifying and following all permits and code needed for the design and construction of the photovoltaic systems.

1. Clean Water Act (CWA)
2. Environmental Resource Permit (ERP)
3. National Pollutant Discharge Elimination System (NPDES) Permit
4. City of Orlando floodplain development permit
5. Storm water management permit
6. Endangered Species Act (ESA)
7. Migratory Bird Treaty Act (MBTA)
8. Bald and Golden Eagle Protection Act (BGEPA)
9. Flood Disaster Protection Act (FDPA)
10. Storm Water Pollution Prevention Plan (SWPPP) permitting
11. Florida Historical Resources Act (FHRA)
12. FAA Compliance

The Design/Builder shall be responsible for identifying if the construction conducted will be conducted in a designated floodplain or wetlands and obtain the necessary permitting for the design and implementation of the photovoltaic arrays. The Design/Builder shall identify if endangered species or protected animals will be impacted under the codes of the ESA, MBTA, and BGEPA and must obtain permitting if required.

13 Submittals

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. There shall be 60%, 100% and Final Signed and Sealed submittals. The particular phase of each submittal shall be clearly indicated on the cover sheet. Each submittal must be accompanied by sufficient information for proper evaluation of the submittal under review.

13.1 60% Submittal

The Design/Builder shall submit 60% Design Plans for review. The following material shall be developed and submitted for review:

1. Electrical Plans
 - a. One-Line Diagram: The diagram shall include complete descriptions of all components including size and ratings of devices.
 - b. Site plan drawings. Thorough information shall be shown to describe features as necessary for the project.
2. Traffic Control Plans
 - a. Detailed plans with required traffic control devices for all phases of construction, with detouring requirements. Plans shall include signing, pavement markings, barricades, barriers, cones, and detour signing as appropriate.
 - b. Phasing plan
3. Civil Drawings
 - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
4. Permitting
 - a. Plans to be consistent with the approved permits or include permit modifications.
5. Structural Plans
 - a. Mounting Racks and Foundation Structural Plans.
 - b. Anchor Installation details and calculations
6. Design Summary and Calculations
 - a. Design Summary Writeup including a discussion of the overall system operation.
 - b. All Structural Design Calculations
 - c. Photovoltaic Array Performance Analysis Report including an annual production report. This report can be generated from either Helioscope or PV Watts (or approved equal) and shall modeled using the proposed materials from the Design proposed.
 - d. Provide project specific equipment data sheets and cut sheets.
 - e. Cable Size: Provide cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
 - f. Conduit Size Calculations: Provide conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
 - g. Voltage Drop Calculations: Provide voltage drop calculations based upon the design configuration.

- h. Short Circuit Analysis: Provide a short circuit calculation based upon the completed design configuration.
- i. Equipment List: Provide a preliminary list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.

13.2 100% Submittal

The Design/Builder shall submit 100% Design Plans for review. The following material shall be developed and submitted for review:

- 1. Electrical Plans
 - a. One-Line Diagram: The one-line diagram shall be updated to reflect the design. The diagram shall include complete descriptions of all components including size and ratings of devices.
 - b. Site plan drawings shall be updated to reflect the updated design. Thorough information shall be shown to describe features as necessary for the project.
- 2. Civil Drawings
 - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
- 3. Traffic Control Plans
 - a. Traffic Control Plans shall be updated to reflect the updated design.
 - b. Phasing plans shall be updated to reflect the updated design.
- 4. Permitting
 - a. Plans to be consistent with the approved permits or include permit modifications.
- 5. Structural Plans
 - a. Mounting Racks and Foundation Structural Plans shall be updated to reflect the updated design.
 - b. Anchor Installation details and calculations
 - c. Geotechnical Boring Sheets
- 6. Design Summary and Calculations
 - a. Design Summary Writeup with updates based on latest design.
 - b. Structural Design Calculations with updates based on latest design.
 - c. Photovoltaic Array Performance Analysis Report including an updated annual production report. This report can be generated from either Helioscope or PV Watts (or approved equal) and shall modeled using the proposed materials from the Design proposed.
 - d. Provide updated project specific equipment data sheets and cut sheets.
 - e. Provide updated coordination correspondence with Utility Provider
 - f. Cable Size: Provide updated cable sizing calculations based on the completed

design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.

- g. Conduit Size Calculations: Provide updated conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
- h. Voltage Drop Calculations: Provide updated voltage drop calculations based upon the design configuration.
- i. Short Circuit Analysis: Provide updated short circuit calculation based upon the completed design configuration.
- j. Electrical System Coordination Study. Provide coordination study based upon the completed design configuration.
- k. Arc Flash Analysis for the DC and the AC systems. Provide Arc Flash analysis based upon the completed design configuration.
 - The Arc-Flash PPE Category for all equipment shall not exceed category 1 for all components downstream of the main interconnection breaker. The main interconnection breaker, which is protected by the Utility, will likely not be able to reach category 1. If category 1 cannot be obtained, it shall be provided with remote operation, to remove the operator from the arc flash danger area.
- l. Equipment List: Provide an updated list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.

13.3 Signed and Sealed Submittal

The Design/Builder shall submit Signed and Sealed Design Plans. The following material shall be developed and submitted for construction:

- 1. Electrical Plans
 - a. One-Line Diagram: The one-line diagram shall be updated to reflect the completed design. The diagram shall include complete descriptions of all components including size and ratings of devices.
 - b. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project.
- 2. Civil Drawings
 - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
 - b. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project.
- 3. Temporary Traffic Control Plans

- a. Temporary Traffic Control Plans shall be updated to reflect the completed design.
 - b. Phasing plans shall be updated to reflect the completed design.
4. Permitting
 - a. Plans to be consistent with the approved permits or include permit modifications.
5. Structural Plans
 - a. Structural plans, mounting racks and foundation plans shall be updated to reflect the final PV layout and design.
 - b. Anchor Installation details and calculations
 - c. Geotechnical Boring Sheets
6. Design Summary and Calculations
 - a. Design Summary Writeup
 - b. All Structural Design Calculations
 - c. Photovoltaic Array Performance Analysis Report including an annual production report. This report can be generated from either Helioscope or PV Watts (or approved equal) and shall modeled using the proposed materials from the Design proposed.
 - d. Provide project specific equipment data sheets and cut sheets.
 - e. Provide coordination correspondence with Utility Provider
 - f. Cable Size: Provide updated cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
 - g. Conduit Size Calculations: Provide updated conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
 - h. Voltage Drop Calculations: Provide updated voltage drop calculations based upon the design configuration.
 - i. Short Circuit Analysis: Provide updated short circuit calculation based upon the completed design configuration.
 - j. Electrical System Coordination Study. Provide coordination study based upon the completed design configuration.
 - k. Arc Flash Analysis for the DC and the AC systems. Provide Arc Flash analysis based upon the completed design configuration.
 - The Arc-Flash PPE Category for all equipment shall not exceed category 1 for all components downstream of the main interconnection breaker. The main interconnection breaker, which is protected by the Utility, will likely not be able to reach category 1. If category 1 cannot be obtained, it shall be provided with remote operation, to remove the operator from the arc flash danger area.
 -
 - l. Equipment List: Provide an updated list of all equipment and components being used on the project and note if they have or have not been used in previous

projects completed by the Design/Builder.

- m. Warranties: Identify all warranties to be transferred to CFX

When the review comments have been resolved and documented by the designer, the plans are ready to proceed to completion.

13.3.1 Final Signed and Sealed Plans

Final signed and sealed plans shall be delivered to the CFX Project Manager a minimum of fifteen (15) calendar days prior to construction of that component. Once all comments have been satisfactorily resolved as determined by the CFX, the CFX Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the CFX Project Manager are valid. All work that the Design/Builder performs in advance of the CFX release of Plans shall be at the Design/Builder's risk.

13.4 Shop Drawings

The Design/Builder shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Governing Regulations of this Design Criteria. Shop drawings for the structures shall be provided to CFX for review. The Shop Drawings shall bear the stamp and signature of the Design/Builder's Engineer of Record (EOR), and Specialty Engineer as appropriate. CFX shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design/Builder. CFX's procedural review of Shop Drawings is to assure that the Design/Builder's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. CFX's review is not meant to be a complete and detailed review. Upon review and approval of the Shop Drawing, CFX will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

- Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.
- Submit drawings for approval prior to equipment construction or integration.
- Submit shop drawings at a minimum of 11 by 17 inches in size.
- All details legible and all text no smaller than 0.1 inches in height on any drawing. As needed, provide enlargements to ensure clarity of intent.
- Shop drawings must include one-line and three-line diagrams and installation details of photovoltaic (PV) system equipment indicating location as proposed in design drawings, layout and arrangement of PV modules, support and mounting mechanism,

inverters, combiner boxes, AC and DC disconnects, equipment enclosures, conduits, monitors, meters, security systems, and all other accessories associated with the installation of the PV system. Wiring diagrams must identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each equipment item.

- Shop drawings may include legible copies of manufacturer's product literature, with selected items and specifications highlighted thereon.
- Modifications to original drawings made during installation must be immediately recorded for inclusion into the as-built drawings. When items have changed relative to the approved design, the designer must provide certification indicating that the changes will not negatively affect the system's operation or the structure supporting the system.

13.5 As-Built Record Drawings

As-Built Record Drawings (signed & sealed) shall be submitted at the completion of construction detailing the final adjustments that were made to the design plans during the course of construction. The Record Drawings shall be prepared by the Design/Builder, with the appropriate signing and sealing by their EOR.

The Design-Builder shall furnish to CFX, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- CADD files in MicroStation conformed to reflect as-built conditions
- 3 sets of 11" X 17" copies of the signed and sealed plans
- 3 sets of signed and sealed final documentation (if different from final component submittal)
- One Final Project CD (native files and pdfs of plans and documentation)

Final documentation, other than the plans, shall consist of all other final documentation related to the project. It shall consist of at a minimum:

- As-Built design summary and calculations,
- Record of all project approvals,
- Final list of equipment with date of purchase,
- Executed warrantee documentation with contact information,
- Certified factory acceptance testing results,
- Certified tested inverter efficiency report.
- Certified Acceptance Testing results,
- Equipment Operation manuals,
- Equipment maintenance manuals,
- Preventative maintenance and inspection data and schedule for system operators.
- Complete operation, repair, and maintenance information, detailed to the smallest

replaceable unit.

- Adjustment, trouble-shooting, configuration, tuning, and system calibration instructions.
- Programming information for the communications and monitoring interface.
- An instruction manual with pertinent items and information highlighted.
- Actual nameplate diagram.
- Date of purchase.
- Provided spare parts inventory and
- Recommended spare equipment list with pricing.

The Design/Builder's Professional Engineer in responsible charge of the Project's design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents for all elements. The professional endorsement shall be performed in accordance with the FDOT Design Manual.

The Design/Builder shall complete the record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed and sealed by the appropriate EOR. The record set shall reflect all changes initiated by the Design/Builder or the CFX in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

Additionally, the Design/Build team shall complete and submit GIS data of the install infrastructure before final acceptance. The GIS information shall follow CFX ITS Technical Special Provision 612.

13.6 Training Course

Upon completion of the work and at a time approved by the Owner, provide instructions by a qualified instructor to the Owner personnel in the proper adjustment, system operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Owner personnel must receive training comparable to the equipment manufacturer's factory training. Instructor must provide a separate training course for the monitoring system.

The proposed Training Course Curriculum (including topics and dates of discussion) indicating that all of the items contained in the operating and maintenance instructions, as well as demonstrations of safety and routine maintenance operations, including testing procedures included in the maintenance instructions, are to be covered. The proposed Training Course must be video-recorded and provided with any PowerPoint slides as part of the final documentation for those that cannot attend. Safety training must be extended to fire department representatives.

The training period must consist of a total of 8 hours of normal working time and begin after the system is functionally completed but prior to final acceptance tests. Submit the training course curriculum for approval, along with the proposed training date, at least 14 days prior to the date of proposed conduction of the training course.

Instruction must be video-recorded and given during the first regular work week after the equipment or system has been accepted and turned over to the Owner for regular operation. Provide video recording and any PowerPoint slides as part of the final documentation for those that cannot attend. Extend safety training to fire department representatives. Coordinate with Owner for Fire Department first responder training.

Instructor(s) must be employee(s) of installer or a certified solar photovoltaic system training program. Instructors must be thoroughly familiar with all parts of the installation and trained in operating theory as well as practical operation and maintenance work. Submit the name(s) and qualification resume(s) of instructor(s) to the Owner for approval.

13.7 Spare Parts

Provide an extra 2% percent of spare solar photovoltaic modules, calculated based on the PV module count and rounded up to the nearest whole number. Spare parts on all equipment shall be provided per each equipment manufacturer recommendations and including those parts required for the first three years of routine maintenance of the system. Two spare sets of fuses shall be provided for each type of fuse provided on the project. Provided with the As-Built documentation:

- Spare parts inventory shall be provided listing the provided spare part items. Inventory shall include the US contact at the place of purchase.
- A Spare Equipment List for equipment such as inverters and PV panels shall be provided with current pricing, availability in the US, and the US contact details.

SCOPE OF SERVICES

THREE MAINLINE PHOTOVOLTAIC DEPLOYMENT PROJECT 599-407, CONTRACT NO. 002063

1.0 PROJECT DESCRIPTION

The project generally involves the design and construction of the Three Mainline Photovoltaic Deployment as identified in the Design Criteria package.

2.0 DESIGN SERVICES

2.1 The Design/Builder shall provide the services necessary to complete the design of the Three Mainline Photovoltaic Deployment and all site improvements in accordance with the Contract Documents.

2.2 The Design/Builder shall provide continuous quality control and quality assurance reviews prior to each submittal in accordance with the Design/Builder's approved quality control plan. The measures to be provided shall be sufficient to establish that "due care" has been used in the preparation of the work and documents.

2.3 Design Criteria are detailed in the Design Criteria Drawings and Design Criteria Package.

3.0 BUILD (CONSTRUCTION) SERVICES

3.1 The Design/Builder shall provide all labor, materials, equipment, and incidentals necessary to construct the project in accordance with the plans and specifications prepared by the Design/Builder and approved by CFX.

3.2 Construction Criteria are detailed in the Design/Build Design Criteria Package.

4.0 ADDITIONAL SERVICES

Additional services may be assigned to the Design/Builder in accordance with the Agreement and this Scope of Services. No work shall be accomplished under additional services without prior written authorization from CFX to perform the work.

5.0 COMPENSATION

Compensation will be paid in accordance with the Contract documents.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#25**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

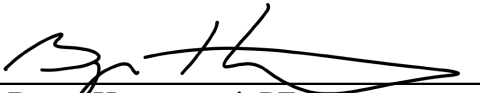
DATE: March 25, 2024


SUBJECT: Approval of Purchase Order with Carbyne, Inc. and a Three Party Agreement between Carbyne, Inc., Florida Highway Patrol (FHP) and CFX for Software Licensing for Florida Highway Patrol Desk Trooper Program
Project No. 599-573

Board approval is requested of a purchase order to Carbyne, Inc. and a Three Party Agreement between Carbyne, Inc., FHP and CFX in the amount of \$895,524.00. This purchase is to support faster clearance of incidents on CFX's System. This will be a single source purchase.

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

Reviewed by:


Bryan Homayouni, PE
Director of Intelligent
Transportation Systems


Glenn Pressimone, PE



Carbyne Universe Commercial Proposal -Three Party Agreement

Lieutenant Colonel Mark Brown

Florida DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

2900 Apalachee Parkway, Tallahassee, FL

32399

+1 850.617.2387 | makrbrown@flhsmv.gov

Michelle Maikisch

Central Florida Expressway Authority (“CFX”)

4974 ORL Tower Road, Orlando, FL 32807

michell.maikisch@cfxway.com

March 27, 2024

Carbyne Contact:

JD Duncan

Regional Sales Manager +1 727.423.3511 | jd.d@carbyne.com

Carbyne, Inc. New York, NY 10001 www.carbyne.com

Contract

This Contract sets forth the products and services, and associated fees, which will be provided to the Florida Department of Highway Safety and Motor Vehicles, Division of the Florida Highway Patrol (“FHP”) by Carbyne and which will be paid for by their third-party payor, Central Florida Expressway Authority (“CFX”). This offer is valid for 30 days from the Contract date above.

The following pricing includes Universe licenses and any related services, if applicable. Any items not expressly stated below are not included. All fees are on an annual subscription basis, unless otherwise specified. The subscription term is two years.

Remote support for the term of subscription is included in the subscription fees. Carbyne will work with FHP to agree upon a training plan determined during project kickoff discussions.

Project Fees (for CFX only)

SKU	Description	Amount
	Annual Subscription Fees Include:	\$438,960
CLU.01-E	<ul style="list-style-type: none"> ● Universe Enterprise Platform in support of FHP Desk Trooper Initiative - 50 Concurrent Licenses installed on 500 Workstations <ul style="list-style-type: none"> ○ Caller Location <ul style="list-style-type: none"> ■ Carbyne Location ○ Video ○ Silent Chat ○ Mapping Layers 	
URC.01C-E	<ul style="list-style-type: none"> ● Responder Connect 	
UCC.01-E UEH.01C-E	<ul style="list-style-type: none"> ● Control Center <ul style="list-style-type: none"> ○ Events History 	
UOS.01PC-E UOS.01PT-E	<ul style="list-style-type: none"> ● Premium Services <ul style="list-style-type: none"> ○ Customer Success ○ Technical Support 	

		Additional Discount (5%)	(\$21,948)
		Annual Subscription Fees	\$417,012
UMN.01C-E	One-Time Implementation & Training Fees Subtotal		\$101,500
SKU	Description	Amount	
		Discount	(\$40,000)
		Total One-Time Implementation & Training Fees	\$61,500
<p>License Use Instructions for FHP:</p> <p>Upon full implementation, the Software may be installed on up to 500 workstations at FHP's sites, and FHP's Authorized Users may use up to 50 of the 500 workstations at any given time to access and use the Solution (each license available for use referred to as a "Concurrent License").</p> <p>In the event FHP's use of Concurrent Licenses exceeds the permitted number of Concurrent Licenses, Carbyne may charge additional fees or increase annual subscription fees for the next annual period. "Authorized User", "Software", and "Solution" as used in this paragraph are as defined in the Terms and Conditions.</p> <p>Professional Services for implementation and training are provided as described in the attached Statement of Work. Any provision of Professional Services is subject to the Carbyne Professional Services Terms and Conditions.</p>			

Invoice Summary for CFX

Carbyne will invoice CFX as follows:

CFX will be invoiced for Year 1 & 2:	Total Price
---	--------------------

Year One Subscription Fees and One-Time Implementation & Training Fees	\$478,512
Year Two Subscription Fees	\$417,012
Total Fees	\$895,524

Payment Terms for CFX

CFX is the third party payor for FHP's order set forth in this Contract. Carbyne will invoice CFX the total fees for Year 1 upon full execution of this Contract.

The subscription start date is the date of last signature of this Contract ("Start Date"), and the term of the subscription is two years from the Start Date. Carbyne will invoice the annual subscription fees for Year 2 upon the anniversary of the Start Date.

All invoices are due Net 30 days from the date of invoice.

Carbyne will invoice CFX and CFX will be responsible for the payment of all invoices under this Contract on behalf of FHP. Notwithstanding anything to the contrary in the Terms and Conditions, CFX acknowledges it has no rights to use or access the Solution, and any use and access rights to the Solution set forth in the Terms and Conditions will extend only to FHP.

It is expressly agreed by all parties that nothing in this Three-Party Agreement creates any financial obligations whatsoever on FHP, that FHP will not be making payments to either of the other Parties to this agreement for any goods or services provided hereunder, and all parties understand this is a no-cost agreement to FHP. Any references herein to payment for goods or services is solely directed to be between CFX and Carbyne, and this agreement is not considered a purchase of goods or services by FHP for purposes of Chapter 287, Florida Statutes.

Upgrade Options

Additional optional features, products and licenses can be added at any time via a mutually agreed upon quote to CFX, subject to written approval by both CFX and FHP, and applicable subscription fees will be prorated from the date such feature is added through the end of the subscription term of this Contract, upon the signing of an amendment to this Contract.

In the event the FHP and CFX mutually agree to upgrade the solution to the APEX platform (Carbyne Cloud Call-Taking Solution) ("APEX") by written amendment, unused subscription fees for the remainder of the



subscription term will be applied toward the subscription to APEX for CFX's benefit. Upgrading to APEX may be subject to additional terms, including pricing, as mutually agreed upon in writing between the parties.

Additional Terms and Conditions

Carbyne's products and services are subject to Carbyne's Terms and Conditions set forth below ("Carbyne Terms and Conditions"). This Contract is also subject to FHP's Additional Terms and Conditions, which are attached hereto and made part of this Contract as Attachment A. FHP's Additional Term and Conditions will be given the highest order of precedence in the event of a conflict.



Signatures of Authority

This Contract is entered into by and between **Carbyne Inc.**, with a principal place of business at 45 W 27th St, Floor 2, New York, NY 10001; and **Central Florida Expressway Authority (“CFX”)**, with a principal place of business at 4974 Orl Tower Rd, Orlando, FL 32807 and **Florida Department of Highway Safety and Motor Vehicles**, with a principal place of business at 2900 Apalachee Parkway, Tallahassee, Florida 32399.

Central Florida Expressway Authority	Carbyne, Inc.
Commissioner Brandon Arrington, Chairman of the Board	Amir Elichai
brandon.arrington@cfxway.com	amir@carbyne.com

Customer Signature	Carbyne Signature
Date	Date

Central Florida Expressway Authority	Florida Department of Highway Safety and Motor Vehicles
Michelle Maikisch	
michell.maikisch@cfxway.com	

Customer Signature	Customer Signature
Date	Date

--	--

E.

Reports

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: March 22, 2024 

RE: February 2024 Financial Reports

Attached please find the February 2024 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING FEBRUARY 29, 2024 AND YEAR-TO-DATE**

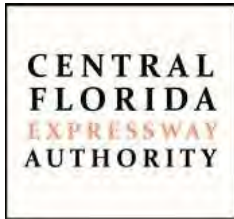
	FY 24 MONTH ACTUAL	FY 24 MONTH BUDGET	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 24 YEAR-TO-DATE % VARIANCE	FY 23 - 24 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 56,432,412	\$ 56,479,900	\$ 465,475,330	\$ 464,061,600	\$ 1,413,730	0.3%	18.3%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	831,040	650,027	5,342,069	4,200,235	1,141,834	27.2%	17.7%
TRANSPONDER SALES	204,433	200,881	1,420,135	1,610,532	(190,396)	-11.8%	-3.5%
OTHER OPERATING	269,381	180,497	1,689,370	1,277,311	412,059	32.3%	22.8%
INTEREST	1,263,786	850,562	11,440,624	6,804,497	4,636,128	68.1%	64.1%
MISCELLANEOUS	69,645	75,407	621,503	603,259	18,243	3.0%	13.7%
TOTAL REVENUES	\$ 59,070,697	\$ 58,437,275	\$ 485,989,032	\$ 478,557,434	\$ 7,431,598	1.6%	19.0%
O M & A EXPENSES							
OPERATIONS	\$ 5,475,229	\$ 6,130,022	\$ 49,812,542	\$ 55,061,855	\$ 5,249,313	9.5%	4.1%
MAINTENANCE	1,764,439	1,919,823	11,212,094	11,966,190	754,096	6.3%	6.2%
ADMINISTRATION	767,861	880,800	7,331,013	8,381,160	1,050,147	12.5%	6.0%
OTHER OPERATING	306,185	240,417	1,483,198	1,466,542	(16,656)	-1.1%	24.6%
TOTAL O M & A EXPENSES	\$ 8,313,713	\$ 9,171,062	\$ 69,838,846	\$ 76,875,747	\$ 7,036,901	9.2%	5.0%
NET REVENUES BEFORE DEBT SERVICE	\$ 50,756,984	\$ 49,266,213	\$ 416,150,185	\$ 401,681,687	\$ 14,468,498	3.6%	21.7%
COMBINED NET DEBT SERVICE	\$ 17,854,072	\$ 18,119,531	\$ 142,785,148	\$ 144,977,045	\$ 2,191,896	1.5%	-1.7%
NET REVENUES AFTER DEBT SERVICE	\$ 32,902,912	\$ 31,146,682	\$ 273,365,037	\$ 256,704,643	\$ 16,660,395	6.5%	39.0%

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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022
FOR THE MONTH ENDING FEBRUARY 29, 2024 AND YEAR-TO-DATE

	<u>FY 2024 ACTUAL</u>	<u>FY 2024 BUDGET</u>	<u>VARIANCE</u>	<u>FY 24 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 49,812,542	\$ 55,061,855	\$ 5,249,313	9.5%
Maintenance	11,212,094	11,966,190	754,096	6.3%
Administration	7,331,013	8,381,160	1,050,147	12.5%
Other Operating	<u>1,483,198</u>	<u>1,466,542</u>	<u>(16,656)</u>	<u>-1.1%</u>
Total O M & A	\$ 69,838,846	\$ 76,875,747	\$ 7,036,901	9.2%
Capital Expenditures				
Operations	\$ 10,014	\$ -	\$ (10,014)	0.0%
Maintenance	-	3,000	3,000	100.0%
Administration	<u>45,277</u>	<u>10,000</u>	<u>(35,277)</u>	<u>-352.8%</u>
Total Capital Expenditures	\$ 55,291	\$ 13,000	\$ (42,291)	-325.3%

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.



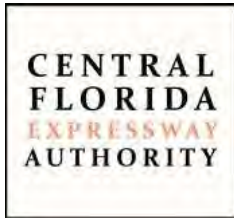
Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Eight Months Ending February 29 , 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	508,563	569,774	61,211	10.74%
Image Review	9,658,777	11,025,728	1,366,951	12.40%
Special Projects	201,236	197,450	(3,785)	-1.92%
Information Technology	4,868,968	5,461,357	592,389	10.85%
E-PASS Service Center	16,778,418	17,595,932	817,514	4.65%
Business Relations	102,540	119,515	16,974	14.20%
Public Outreach/Education	1,756,536	1,759,850	3,314	0.19%
Subtotal CFX	\$33,875,039	\$36,729,606	\$2,854,567	7.77%
Plazas	15,947,517	18,332,249	2,384,732	13.01%
Subtotal Toll Facilities	\$15,947,517	\$18,332,249	\$2,384,732	13.01%
Total Operations Expenses	\$49,822,555	\$55,061,855	\$5,239,299	9.52%



Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Eight Months Ending February 29 , 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,828,012	1,959,658	131,646	6.72%
Traffic Operations	2,466,573	2,508,413	41,839	1.67%
Routine Maintenance	6,917,509	7,501,120	583,611	7.78%
Total Maintenance Expenses	<u>\$11,212,094</u>	<u>\$11,969,190</u>	<u>\$757,096</u>	<u>6.33%</u>



Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	743,124	711,440	(31,684)	-4.45%
Security	168,177	175,269	7,092	4.05%
525 Magnolia	104,093	110,335	6,242	5.66%
Administrative Services	1,538,384	1,702,546	164,162	9.64%
Engineering	61,462	68,932	7,470	10.84%
Legal	361,500	449,256	87,756	19.53%
Accounting	1,169,483	1,321,256	151,773	11.49%
Procurement	422,107	518,771	96,665	18.63%
Contracts Compliance	118,986	131,258	12,271	9.35%
Risk Management	439,271	464,212	24,942	5.37%
Records Management	224,578	251,115	26,537	10.57%
Human Resources	307,992	339,236	31,245	9.21%
Business Opportunity	107,897	202,640	94,743	46.75%
Communications	448,811	665,185	216,375	32.53%
Construction Administration	61,089	63,205	2,115	3.35%
Internal Audit	331,475	335,704	4,229	1.26%
Grand Total Expenses	\$6,608,430	\$7,510,360	\$901,930	12.01%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING FEBRUARY 29, 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	\$ 465,475,330	\$ 464,061,600	\$ 1,413,730	\$ 393,570,639	\$ 395,338,873	\$ (1,768,234)	\$ 3,181,964
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	5,342,069	4,200,235	1,141,834	4,539,010	4,061,744	477,266	664,568
TRANSPONDER SALES	1,420,135	1,610,532	(190,396)	1,472,251	1,305,231	167,020	(357,416)
OTHER OPERATING	1,689,370	1,277,311	412,059	1,375,332	1,034,223	341,109	70,950
INTEREST	11,440,624	6,804,497	4,636,128	6,972,478	1,574,718	5,397,760	(761,632)
MISCELLANEOUS	621,503	603,259	18,243	546,476	536,682	9,794	8,449
TOTAL REVENUES	\$ 485,989,032	\$ 478,557,434	\$ 7,431,598	\$ 408,476,186	\$ 403,851,471	\$ 4,624,715	\$ 2,806,883
O M & A EXPENSES							
OPERATIONS	\$ 49,812,542	\$ 55,061,855	\$ 5,249,313	\$ 47,840,791	\$ 50,261,682	\$ 2,420,891	\$ 2,828,422
MAINTENANCE	11,212,094	11,966,190	754,096	10,553,101	11,226,273	673,172	80,924
ADMINISTRATION	7,331,013	8,381,160	1,050,147	6,917,883	7,197,322	279,439	770,708
OTHER OPERATING	1,483,198	1,466,542	(16,656)	1,189,942	1,263,933	73,991	(90,647)
TOTAL O M & A EXPENSES	\$ 69,838,846	\$ 76,875,747	\$ 7,036,901	\$ 66,501,717	\$ 69,949,210	\$ 3,447,493	\$ 3,589,408
NET REVENUES BEFORE DEBT SERVICE	\$ 416,150,185	\$ 401,681,687	\$ 14,468,498	\$ 341,974,469	\$ 333,902,261	\$ 8,072,208	\$ 6,396,290
COMBINED NET DEBT SERVICE	\$ 142,785,148	\$ 144,977,045	\$ 2,191,896	\$ 145,301,723	\$ 146,579,569	\$ (1,277,846)	\$ 3,469,742
NET REVENUES AFTER DEBT SERVICE	<u>\$ 273,365,037</u>	<u>\$ 256,704,643</u>	<u>\$ 16,660,395</u>	<u>\$ 196,672,746</u>	<u>\$ 187,322,692</u>	<u>\$ 9,350,054</u>	<u>\$ 7,310,341</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING FEBRUARY 29, 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	\$ 56,432,412	\$ 52,505,965	\$ 3,926,447	\$ 465,475,330	\$ 393,570,639	\$ 71,904,691
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	831,040	724,241	106,799	\$ 5,342,069	4,539,010	803,059
TRANSPONDER SALES	204,433	181,918	22,515	\$ 1,420,135	1,472,251	(52,116)
OTHER OPERATING	269,381	221,928	47,453	\$ 1,689,370	1,375,332	314,038
INTEREST	1,263,786	2,351,300	(1,087,514)	\$ 11,440,624	6,972,478	4,468,146
MISCELLANEOUS	69,645	67,672	1,973	\$ 621,503	546,476	75,027
TOTAL REVENUES	\$ 59,070,697	\$ 56,053,024	\$ 3,017,673	\$ 485,989,032	\$ 408,476,186	\$ 77,512,846
O M & A EXPENSES						
OPERATIONS	\$ 5,475,229	\$ 6,697,964	\$ (1,222,735)	\$ 49,812,542	\$ 47,840,791	\$ 1,971,751
MAINTENANCE	1,764,439	2,345,808	(581,369)	\$ 11,212,094	10,553,101	658,993
ADMINISTRATION	767,861	1,073,073	(305,212)	\$ 7,331,013	6,917,883	413,130
OTHER OPERATING	306,185	81,689	224,496	\$ 1,483,198	1,189,942	293,256
TOTAL O M & A EXPENSES	\$ 8,313,713	\$ 10,198,534	\$ (1,884,821)	\$ 69,838,846	\$ 66,501,717	\$ 3,337,129
NET REVENUES BEFORE DEBT SERVICE	\$ 50,756,984	\$ 45,854,490	\$ 4,902,494	\$ 416,150,185	\$ 341,974,469	\$ 74,175,716
COMBINED NET DEBT SERVICE	\$ 17,854,072	\$ 18,169,759	\$ (315,687)	\$ 142,785,148	\$ 145,301,723	\$ (2,516,575)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 32,902,912</u>	<u>\$ 27,684,731</u>	<u>\$ 5,218,181</u>	<u>\$ 273,365,037</u>	<u>\$ 196,672,746</u>	<u>\$ 76,692,291</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

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.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

FHP Desk Trooper Pilot Program

Bryan Homayouni, Director of ITS & Lt. Colonel Mark Brown, Florida Highway Patrol

— April 11, 2024 —

Florida Highway Safety and Motor Vehicles (FLHSMV) Partnership

In 2000 Established Full Time Law Enforcement Presence

- Dedicated Squad Patrols
- Seven (7) Law Enforcement Officers & One Sergeant Position
- 89 Miles of Expressways



FLHSMV and CFX Partnership

- FHP Off Duty Services
 - Supports all active construction projects
 - Supports maintenance activities
- Amended MOA in February 2024
 - Added Two dedicated Law Enforcement Officers
 - 125 Miles of Expressways



FLHSMV

FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES



FHP Desk Trooper Concept

Remote Crash Investigations to Expedite Service and Enhance Safety

The Problem:

FHP's call volume and low staffing lead to higher response times and increased workload on current members

Higher response times have measurable economic and social consequences for residents and visitors

In some areas, people sometimes wait hours for a law enforcement officer to respond in order to investigate a minor crash.

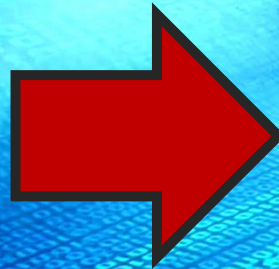
Higher response times increase the possibility of secondary crashes



What We CAN Do:



Introducing the Florida Highway Patrol Desk Trooper Concept



Desk Trooper Concept Overview:



When an RCC receives a crash that appears minor they will contact an involved party and ask a series of questions to determine whether the crash involves:

- Injuries
- Roadblock
- Hit and Run
- Wreckers required
- Potential DUI;
- CMV Involved; or
- Suspended, canceled, or revoked driving privileges or other criminal violations

If none of these circumstances exist and the vehicles are in a safe area, the dispatcher will offer to transfer the parties to a Desk Trooper.



Desk Trooper Concept Overview:



The Desk Trooper will use software on their computer to communicate with the driver(s) involved in the crash.

Access to the caller's location and camera will be made available to the Trooper when the on-scene party consents and clicks on a link that is sent to them via text message.

No software needs to be downloaded to the involved party's device.

The interface will allow the Trooper to view the scene, evaluate vehicle damage, and interview drivers and witnesses without having to leave the office.



Proof of Concept:



FHP conducted a proof of concept using a cloud-based communications software in March 2023:

- Troopers were able to Access caller's phone camera (with caller's authorization) to see the scene live and take photos and videos with caller's camera.
- Average time to clear a scene reduced to under 14 minutes
- All interactions, including photos and videos, are stored on AWS cloud storage, allowing FHP to maintain any relevant records related to the incident and review the success of the program



Desk Trooper Program Benefits:



In calendar year 2022, FHP nearly 50,000 crashes with a short form report. The average time to respond to these crashes was roughly 65 minutes, and the average time on scene was approximately 74 minutes.

If only 10% of short form crashes can be handled remotely, a Desk Trooper program could free up more than 6,000 hours for proactive patrol.

Other benefits of a Desk Trooper program could include:

- Reduced response times through the elimination of travel time to and from scenes.
- Faster clearance rates, allowing visitors and residents to return to their activities.
- Improved efficiency by leveraging Troopers who are temporarily restricted from working the duty due to medical restrictions



CFX/FHP Desk Trooper Pilot Program

- FHP will provide two dedicated Desk Troopers
 - 7am-9am & 4pm-7pm
 - Monday-Friday
- Two Year Term
- Reduce Response Times
- Faster Clearance Rates



Recommended Motion

Board approval of the Memorandum of Understanding between the Florida Department of Highway Safety and Motor Vehicles and CFX for the Desk Trooper Pilot Program.

**MEMORANDUM OF UNDERSTANDING
FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DESK TROOPER PILOT PROGRAM
PARTNER AGREEMENT**

This Memorandum of Understanding (MOU) is entered into by and between the Florida Department of Highway Safety and Motor Vehicles, Division of Florida Highway Patrol (FHP) and the Central Florida Expressway Authority (CFX), in furtherance of their respective duties under law.

WHEREAS, the Central Florida Expressway Authority is an agency of the State of Florida established by Section 348.753, Florida Statutes (F.S.); and

WHEREAS, FHP is a Division of the Department of Highway Safety and Motor Vehicles, established pursuant to Section 20.24(2)(a), F.S., with powers and duties set forth in Chapter 321, Florida Statutes; and

WHEREAS, FHP and CFX wish to enter into this MOU to partner on an effort that will facilitate efficiently responding to certain traffic incidents and crashes as a way to serve the public utilizing Florida's roadways, with designated FHP resources under this MOU being specifically dedicated to the CFX expressway system by FHP.

NOW THEREFORE, the parties agree as follows:

1. CFX owns, operates, and maintains a regional network of expressways for 3.3 million residents and more than 72 million visitors in Brevard, Lake, Orange, Osceola and Seminole Counties. CFX's 125-mile user-funded system includes 865 lane miles, 73 interchanges, 14 mainline toll plazas, 5 mainline toll gantries, 74 ramp toll plazas and 343 bridges and eight named expressways.
2. FHP and CFX desire to improve the overall safety of the traveling public by documenting incidents and clearing crash vehicles on Florida's roadways, to include the CFX expressway system, in an expedient manner.
3. FHP and CFX desire to work together to develop and implement an FHP Desk Trooper program to remotely investigate and document routine crashes so that vehicles can be cleared quickly, reducing the possibility of secondary crashes.
4. CFX will procure and make available to FHP a software platform that will enable FHP Troopers to investigate minor crashes from remote locations. Such software will provide enough concurrent licenses for a minimum of 30 FHP Troopers to use the software any given time. Any written agreement (including a software license) that FHP is required to agree to in order to utilize the software, or otherwise needed in furtherance of this MOU, is subject to FHP's review and approval.
5. FHP will ensure a minimum of 2 FHP troopers are dedicated to providing FHP Desk Trooper services for traffic crashes that occur on CFX-owned and operated roadways Monday through Friday from 7am-9am and 4pm-7pm, subject to the availability of Troopers for this task and the software needed for the FHP Desk Trooper program.

6. This MOU may be terminated at will by either Party upon ninety (90) days' notice in writing to the MOU manager of the other Party. All obligations under this agreement will remain in effect during the ninety (90) day notice period.
7. This MOU shall be for a term of two years, with the term to begin upon full execution by all Parties. The provision in this MOU for unilateral termination upon providing (90) days' written notice shall not apply during the first year of the MOU term. The Parties may at any time agree in writing to mutually terminate this MOU.
8. This MOU is governed by the laws of the State of Florida. Each Party shall comply with all applicable state or federal laws, rules, or regulations applicable to this MOU.
9. Nothing in this MOU shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory to the MOU.
10. This agreement is not intended to create any financial obligations between the parties, each of which will be responsible for their own costs related to this Agreement.
11. To the extent the work under this MOU results in a Party gaining access to protected personal information, each Party agrees to maintain the confidential and exempt status of any such information and to ensure that any of its employees or agents accessing or utilizing said information shall do so in compliance with 18 U.S.C. §§ 2721-2725, section 119.0712(2), F.S., section 501.171, F.S., and any other applicable state or federal law or regulations. The Parties will abide by all applicable federal and state laws and regulations with respect to the disclosure of data obtained through this MOU and, to the extent legally required, will protect and maintain the confidentiality of the data. The requirements in this Section shall apply to any vendor selected by CFX to provide software for the purposes of this MOU.
12. The Parties to this MOU are both governmental agencies for the purposes of Chapter 119, Florida Statutes. To the extent a Party has custody of records related to this MOU which are made or received in connection with the transaction of official business, the Party in possession of the records will remain responsible for responding to public records requests for those records in accordance with state or federal law (including Chapter 119, Florida Statutes). Public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.
13. This MOU is subject to the availability of funding for either Party to continue its work under this agreement. FHP's work under this MOU is contingent upon an annual appropriation by the Florida Legislature.
14. This MOU constitutes the entire agreement of the parties and may not be modified without written agreement executed by both parties.

IN WITNESS HEREOF, the parties have caused this MOU to be executed by their respective authorized officials effective this _____ day of _____ 20____.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


BY: _____

Name: _____

Title: _____

Date: _____

FLORIDA DEPARTMENT OF HIGHWAY
SAFETY AND MOTOR VEHICLES

BY:  _____
92AF769313994C3...

Name: Elizabeth Miles

Title: Contract Administrator

Date: February 19, 2024

F. 2.

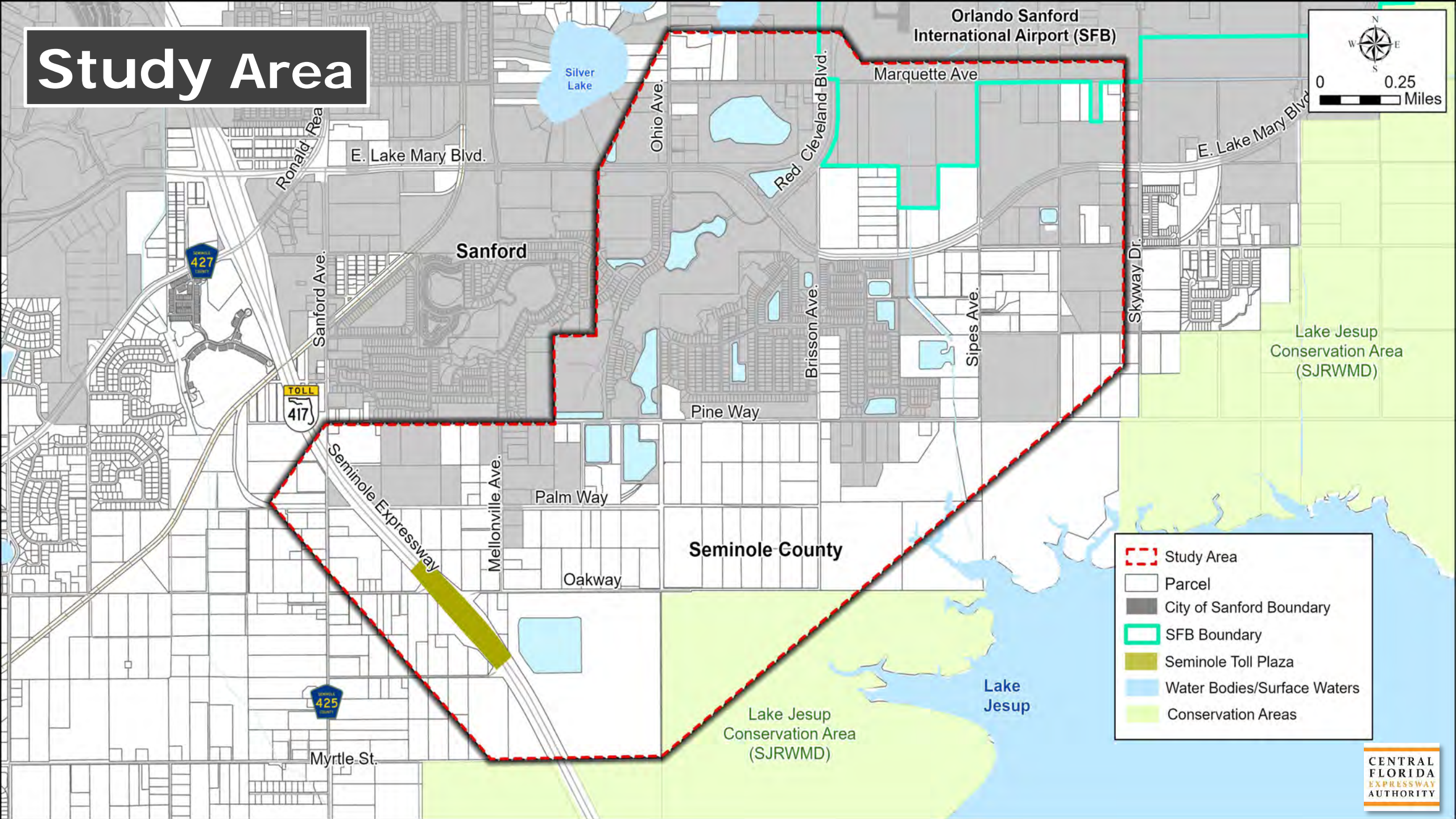


SR 417 Sanford Airport Connector Project Development & Environment (PD&E) Study

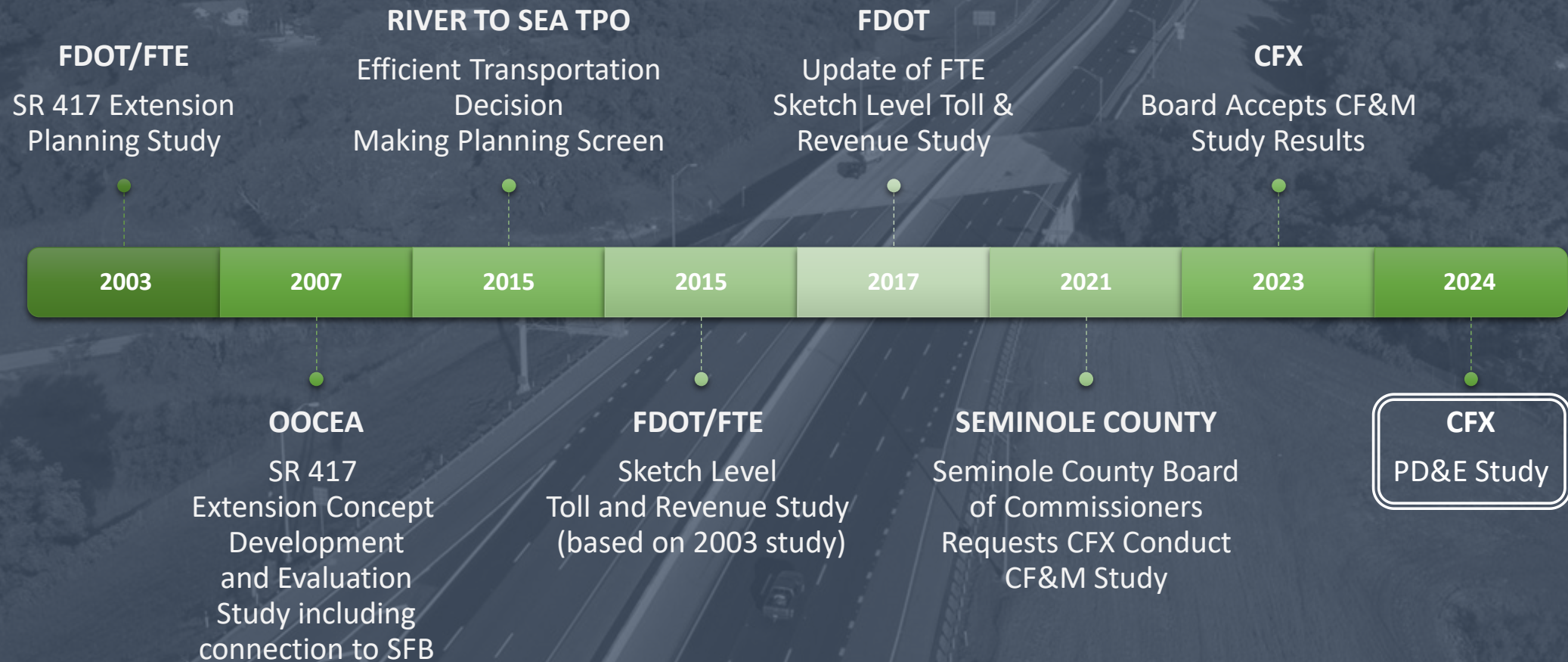
Will Hawthorne, PE, Director of Transportation Planning & Policy

— April 11, 2024 —

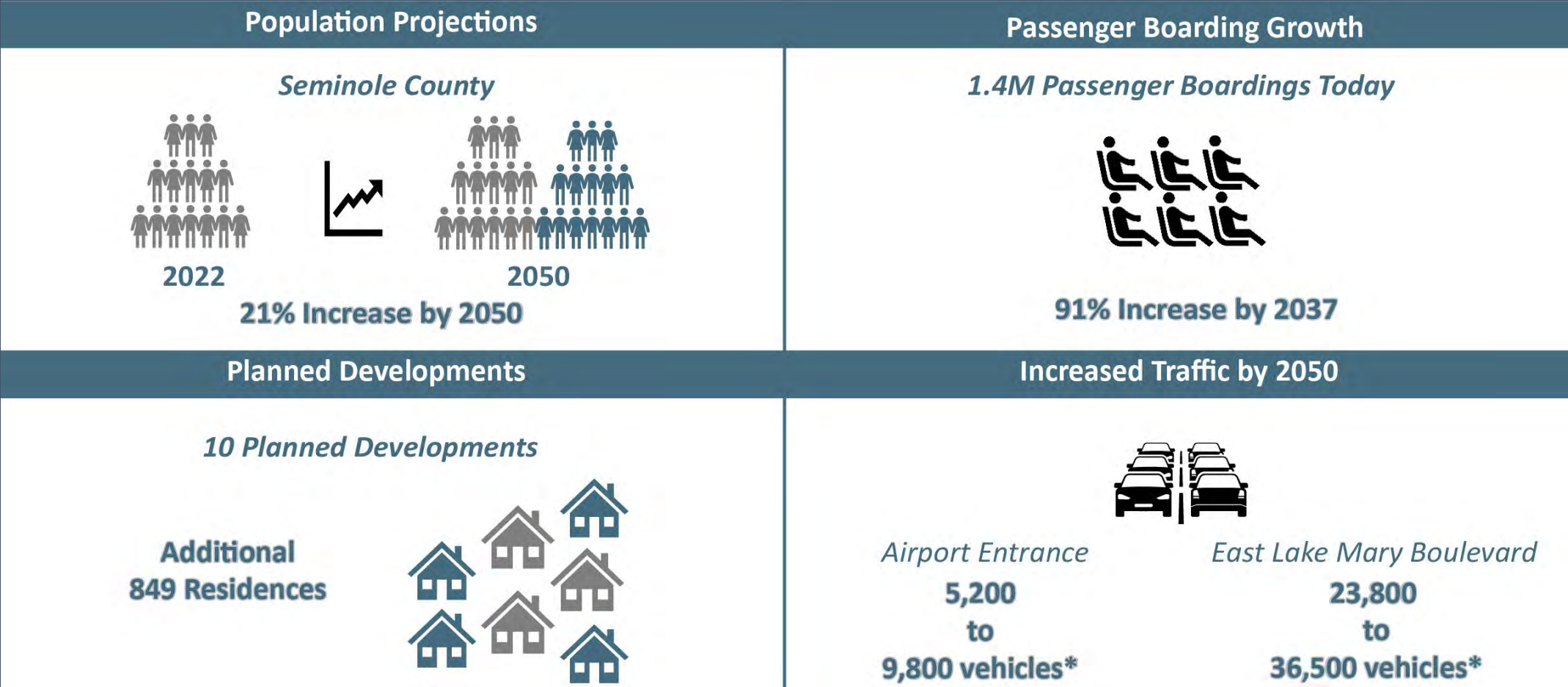
Study Area



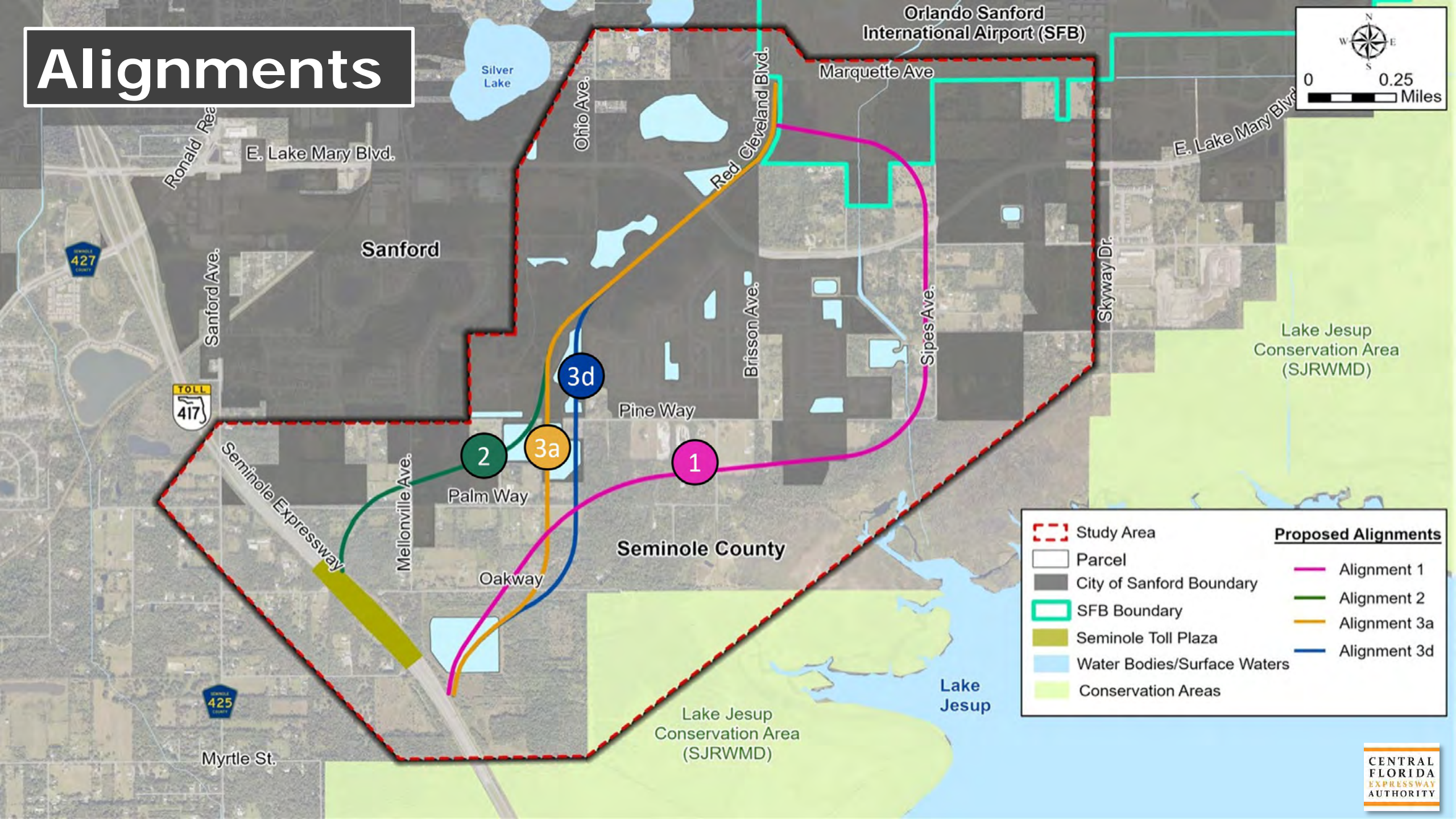
Corridor History



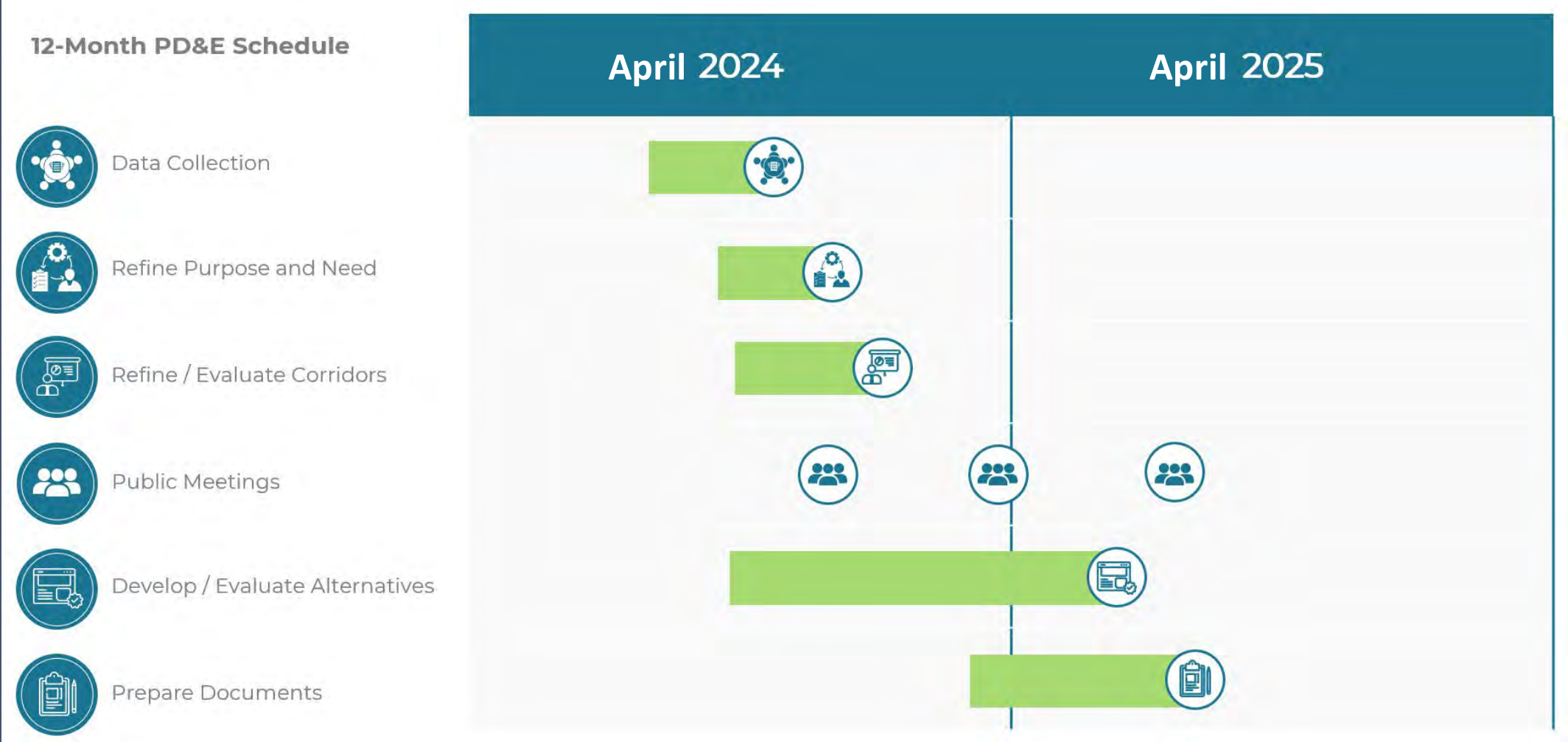
Purpose & Need



Alignments



Schedule



Recommended Motion

Award of the contract to Ardurra Group, Inc. for the SR 417 Sanford Airport Connector PD&E Study in the amount of \$1,700,000.00.

AGREEMENT



AND

**ARDURRA GROUP, INC. F/K/A
INWWOD CONSULTING ENGINEERS, INC.**

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES
FOR PROJECT DEVELOPMENT AND
ENVIRONMENT (PD&E) STUDY OF THE
SR 417 SANFORD AIRPORT CONNECTOR**

CONTRACT NO. 002067, PROJECT NO. 417-246A

**CONTRACT DATE: APRIL 11, 2024
CONTRACT AMOUNT: \$1,700,000.00**

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

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

FOR

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E)
STUDY OF THE SR 417 SANFORD AIRPORT CONNECTOR**

CONTRACT NO. 002067, PROJECT NO. 417-246A

APRIL 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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D	Exhibit “D”, Project Organization Chart	
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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 11th day of April 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 ARDURRA GROUP, INC. F/K/A INWWOD 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 SR 417 Sanford Airport Connector, Project Development and Environment Study identified as Project No. 417-246A and Contract No. 002067.

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 environment study for the SR 417 Sanford Airport Connector. 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:

Archaeological Consultants, Incorporated	Class I
The Balmoral Group, LLC	Class I
Edwin R. Barfield, LLC	Class II
ECHO UES, Inc.	Class I and Class II
Environmental Transportation Planning, LLC	Class I
Geotechnical and Environmental Consultants, 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, 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 \$1,700,000.00 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 3000 Dovera Drive, Suite 200, Oviedo, FL 32765.

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 6.0 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: Ardurra Group, Inc. F/K/A Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL 32765
Attn: David Dangel, PE

Ardurra Group, Inc. F/K/A Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL 32765
Attn: Mark Hales, 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 April 11, 2024.

**ARDURRA GROUP, INC. F/K/A
INWOOD CONSULTING ENGINEERS, INC.**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: Aneth Williams

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Print Name: _____

Central Florida Expressway Authority



SCOPE OF SERVICES

**Project Development and Environment (PD&E) Study
for the**

SR 417 – SANFORD AIRPORT CONNECTOR

Seminole County

CFX Project # 417-246A

Contract # 002067

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

SR 417 – SANFORD AIRPORT CONNECTOR

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 feasibility of a new expressway connection from State Road (SR) 417 (Seminole Expressway) to Orlando Sanford International Airport was last evaluated in a Concept, Feasibility, and Mobility (CF&M) Study completed in 2023 by CFX. The CF&M Study found that all refined alignments evaluated as part of the study were feasible from an engineering and environmental standpoint, some alternatives approached financial viability, and that, based on CFX Environmental Stewardship Committee and Environmental Advisory Group input, an elevated limited-access alternative along East Lake Mary Boulevard should be evaluated in a future study. With the Orlando Sanford International Airport growing and traffic becoming increasingly congested in the surrounding area, specifically along East Lake Mary Boulevard, the CFX Governing Board, at its August 2023 meeting, accepted the findings of the CF&M Study and approved the proposed project to advance to a Project Development & Environment (PD&E) Study for further evaluation. As such, the CFX has engaged the selected CONSULTANT to perform a comprehensive PD&E Study of an approximately two-mile proposed expressway connection from SR 417 to the Orlando Sanford International Airport.

Therefore, this PD&E Study will consider, analyze, and evaluate the location of an approximately two-mile proposed expressway connection from SR 417 northeastward to the entrance to the Orlando Sanford International Airport at or in the vicinity of Red Cleveland Boulevard. This PD&E Study will build upon the conclusions and recommendations within the previous SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector CF&M Study. In general, the need for and goals of this study and project include, but are not limited to, the following:

- Enhance direct access to the Orlando Sanford International Airport
- Enhance mobility for the area's growing population and economy
- Promote regional connectivity
- Provide consistency with local plans and policies
- Identify transportation mobility options

The proposed Study Area for this project is depicted on **Attachment A**.

2.1 STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of a Preferred Alternative for a proposed expressway connection from SR 417 to the Orlando Sanford International Airport. All factors related to the design and location of the facility must be considered, including transportation needs, financial viability, social impacts, economic factors, environmental impacts, engineering analysis, and right of way requirements.

The specific objective of the study is to prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right of way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant

engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a Preferred Alternative alignment, will constitute Location and Design Concept Acceptance of the proposed action as a PEIR.

2.2 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

2.2.1 Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following CFX and FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes and Technical Advisories
- FDOT Project Development & Environment Manual
- SocioCultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Interchange Access Request User's Guide
- Highway Capacity Manual
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- A Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Development of Pedestrian Facilities
- AASHTO Highway Safety Manual
- Right of way Mapping Handbook
- Right of way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Electronic Field Book (EFB) User Handbook
- Drainage Manual
- FDOT Drainage Design Guide
- Structures Manual
- CADD Manual
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- CFX Design Guidelines
- CFX PD&E Guidelines

2.2.2 Personnel

The CFX will designate its Project Manager to represent the CFX for this Study. The CFX Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing, and reporting. The CFX Project Manager shall also be responsible for approval of any additional staffing to be provided including additional consultant staff (approval must be coordinated with the Procurement Office) and shall give approval of all products and services. The CFX will designate a Project Manager from the GEC to act on CFX's behalf in the day-to-day management of all activities involved in the completion of the study and document preparation. The CONSULTANT will assign a Project Manager who will communicate regularly with the GEC and CFX Project Managers regarding development of this Project. Final direction on all matters of this Project remains with the CFX Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed to CFX standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the CFX.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under this Agreement has the experience and education established by the CFX as a prerequisite for CONSULTANT staff to perform work.

The CONSULTANT must request approval from the CFX's Project Manager and Procurement for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by CFX standards. The CFX shall not be bound by any unauthorized acts or conduct of CONSULTANT.

2.2.3 Meetings and Presentations

The CONSULTANT shall meet with appropriate CFX, GEC, PEC and T&RC personnel immediately following receipt of the Notice to Proceed. At a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- a. Provide any relevant information in its possession;
- b. Establish any ground rules upon which the study process will be conducted;
- c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- d. Explain the financial administration of the contract.

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, up to 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 (anticipated for Public Hearing) and Final (anticipated for CFX) required documents as listed below. These are the anticipated submittals for the project and this tabulation will be used for printing estimating purposes. The final number of copies required will be determined prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

Provisions for Work:

Quality Control Plan
Project Schedule

Hard Copies:

N/A*
N/A*

Engineering Items:

Existing Conditions Technical Memorandum
Location Hydraulics Report
Pond Siting Report
Conceptual Design Roadway Plan Set
Geotechnical Report
Typical Section Package
Utility Assessment Package
Draft Preliminary Engineering Report
Final Preliminary Engineering Report (Signed and Sealed)
Interchange Access Request / Interchange Justification Report

Hard Copies:

2
2
2
2
2
2
2
2
2
N/A – T&RC report

Environmental Items:

Project Kickoff Notification
Public Engagement Plan
Noise Study Report
Air Quality Report/Tech Memo
Contamination Screening Evaluation Report
Natural Resource Evaluation
Cultural Resource Assessment Survey
Water Quality Impact Evaluation
Public Hearing Transcript
Comments & Coordination Report
Draft Project Environmental Impact Report
Final Project Environmental Impact Report
** Electronic submittal only*

Hard Copies:

N/A
N/A – PEC report
2
2
2
2
2
2
N/A – PEC report
N/A – PEC report
2
2

Upon completion of the study, the CONSULTANT shall deliver to the CFX and GEC, in an organized manner via USB drive or online download, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

2.3 COORDINATION WITH OTHER ENTITIES

The CONSULTANT will coordinate work activities with any known ongoing and/or planned projects that may affect this project as well as with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate this study with all other studies and projects within the project area – including, but not limited to, FDOT, Florida’s Turnpike Enterprise (FTE), Seminole County, City of Sanford, 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. If the 300-foot buffer encroaches on a subdivision or other neighborhood, all property owners within the neighborhood will be included in the notification,
 - 2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- c. Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the PEC and GEC a computer file of the mailing list certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT will actively support the CFX and PEC in conducting various public meetings, which may be conducted after normal working hours. The CONSULTANT will support the CFX and PEC in the preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include those identified below.

For each meeting, the CONSULTANT may be required to prepare and/or provide:

- a. Agenda
- b. Presentation – including script
- c. Handouts
- d. Graphics for presentation and/or display

For each meeting, the PEC shall prepare and/or provide:

- a. Display advertisements (the CFX or PEC will pay the cost of publishing)
- b. Letters for notification of elected and appointed officials, property owners, and other interested parties (the CFX or PEC will pay the cost of first-class postage)
- c. Preparation of response letters for CFX signature on public comments

The PEC will investigate potential meeting locations to advise CFX of their suitability. CFX will ultimately approve the meeting location. The CFX or PEC will pay all costs for meeting location rental and insurance (if required). The PEC will be responsible for logistics associated with setting up the meetings. The PEC will distribute all required notifications to all interested parties, public officials, affected property owners, special interest groups, etc. on the mailing list.

The CONSULTANT will attend meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the CFX and / or GEC Project Manager(s), to assist the CFX in such meetings.

Project Kickoff Meeting:

It is anticipated that one (1) Project Kickoff Meeting will be held to introduce the project to the public as well as local agencies, organizations, and businesses.

Presentations to Environmental, Project, & Community Advisory Groups:

The CONSULTANT shall work with the PEC and GEC to establish a PD&E Environmental Advisory Group (EAG), Project Advisory Group (PAG), and Community Engagement Group (CEG) which will include staff from governmental agencies, permitting agencies, environmental organizations, special interest groups, homeowner associations (HOAs), community groups, local business owners, and other entities as approved by the CFX. The CONSULTANT should be available to meet with the EAG, PAG, and CEG up to three (3) times each (a total of nine [9] meetings) during the PD&E Study to present information regarding the project, receive input from the EAG, PAG, and CEG members, and respond to questions.

The CONSULTANT will coordinate with the CFX, the PEC, and the GEC to prepare the EAG, PAG, and CEG members list. The PEC will be responsible for contacting the EAG, PAG, and CEG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the EAG, PAG, and CEG members.

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. The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to twenty (20) such unscheduled meetings.

CFX Environmental Stewardship Committee:

It is anticipated that up to three (3) 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 and Public Hearing.

Other Public and Agency Meetings:

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, Seminole County technical committees, Seminole County Board, and Sanford Airport Authority prior to the two milestone meetings (Alternatives Public Information Meeting and Public Hearing). The CONSULTANT shall be prepared to attend up to ten (10) such meetings.

3.3 PUBLIC HEARING

The CONSULTANT and PEC shall provide all support necessary for the CFX to hold one (1) Public Hearing.

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 four (4) project Factsheets which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PEC by providing appropriate information to include in the Factsheets. Factsheets shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the Factsheets may coincide with key project milestones as follows:

- a. Project Kickoff Factsheet
- b. Pre-Alternatives Public Meeting Factsheet
- c. Pre-Public Hearing Factsheet
- d. Post-Public Hearing Factsheet

The PEC will distribute Factsheets to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Factsheet may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Project Kickoff Factsheet may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a CFX standard right-of-entry letter via US Post Office mail delivery or other delivery methods that offer proof-of-delivery.

Project Webpage

The CFX, in coordination with the PEC, will establish a webpage on the CFX website dedicated to this project's study. The PEC will maintain the webpage with support from the CONSULTANT. The CONSULTANT should be prepared to provide information to the PEC for the initial setup of the webpage as well as up to three (3) updates.

3-D Visualizations, Renderings, and Videos

The CFX may utilize 3-D Visualizations, Renderings, or Videos to assist in visually conveying the project's alternative(s) to the public. The CONSULTANT will provide support to the CFX's visualization consultant in the form of CADD files, PDFs of typical sections or plan sets, or other information to assist the CFX visualization consultant.

4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the GEC and CFX Project Managers. The CONSULTANT shall perform engineering activities essential to developing Project Alternatives as outlined in the PD&E Manual, current edition, and as specified in this section. The CONSULTANT will gather and review existing data from the CFX, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the location and design concept for this project.

The CONSULTANT will verify the purpose and need statement for the Project based on the information obtained from the existing data, including consistency with long-range transportation plans, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public engagement process.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the project needs and objectives. Based on engineering and environmental analysis, consistency with long-range transportation plans, and the public engagement process, the CFX will recommend a Preferred Alternative.

4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall review and summarize previous completed planning studies and other studies that are related to this project, as well as coordinate with any active and concurrent planning studies, design and construction activities, and appropriately incorporate their results in the analysis of the project. The studies listed below, but not limited to, should be reviewed and/or coordinated with as part of this project:

- CFX SR 417 to Orlando Sanford International Airport Connector CF&M Study
- FDOT Widen SR 417 from North of SR 434 to South of Airport Boulevard
- FDOT Resurface SR 417 from North of SR 434 to South of Airport Boulevard
- FDOT Conversion to All Electronic Tolling of SR 417 from Seminole/Orange County Line to Towne Center Boulevard
- FDOT Safety Improvements to SR 417 from North of SR 434 to South of Airport Boulevard

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

The CONSULTANT will coordinate with the CFX T&RC to provide information to assist the T&RC in the preparation of the Interchange Operational Analysis Report/Modification/Justification Request.

4.5.14 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

4.5.15 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

4.5.16 Signalization Analysis

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

4.6 SIGNAGE

N/A

4.7 TOLLING CONCEPTS

The CFX T&RC will prepare a tolling concept and provide the information to the CONSULTANT to assist in the preparation of tolling locations depicted on the concept plans as well as incorporation into the project's cost estimates.

4.8 SAFETY

The CONSULTANT shall 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. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

4.10 ROADWAY ANALYSIS

4.10.1 Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing project alternatives and designing initial geometrics and other roadway elements according to the CFX standards.

4.10.2 Typical Section Analysis

The CONSULTANT will develop conceptual typical sections for the project alternatives which address transportation needs and context. Development of typical sections should consider Context Sensitive Solutions and the needs of all project users.

4.10.3 Geometric Design

The CONSULTANT will perform geometric design using the established project design controls and criteria. The CONSULTANT will also use project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, and any additional information, as required.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint. The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details.

4.10.5 Access Management

The CONSULTANT will review the FDOT'S State Highway System Access Management Classification System and Standards and evaluate their application to the project. The CONSULTANT will recommend the proper access classification and standard to be applied to the project.

4.10.6 Multimodal Accommodations

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the study area. This activity includes

reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of project alternatives commensurate with the goal of improving overall mobility, access, connectivity, safety and efficiency.

4.10.7 Maintenance of Traffic

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction. 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

The CONSULTANT will identify project segments and/or construction segments along with a definition of implementation phasing. If required in the determination of the Preferred Alternative, the CONSULTANT will identify shorter (i.e., minimum operable segment) intermediate-cost alternatives in the segment determination.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

N/A

4.13 STRUCTURES

4.13.1 Existing Structures

The CONSULTANT will collect data on the existing structures.

4.13.2 Structure Typical Sections

The CONSULTANT will develop typical section options for the bridges. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts.

4.13.3 Structure Design Alternatives

The CONSULTANT will evaluate conceptual vertical and horizontal geometry and clearance requirements for the bridges. The CONSULTANT will document structural design calculations and design assumptions used in the analysis.

4.14 DRAINAGE

The CONSULTANT will perform drainage analysis in accordance with the PD&E Manual and Drainage Manual, current editions. The CONSULTANT shall incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports.

4.14.1 Floodplain and Environmental Permit Data Collection

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using the best currently available data, which may include LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.

4.14.3 Floodplain Compensation Analysis

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report.

4.14.4 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The CONSULTANT will schedule stakeholder meeting(s) with CFX and GEC staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, the CONSULTANT will document the meeting notes in the project file.

If the stakeholder meetings reveal no regional pond sites within the Study Area, the CONSULTANT will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the CFX and GEC) a preferred pond site for each basin. Additionally, the CONSULTANT will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

The CONSULTANT will prepare a Pond Siting Report in accordance with the Drainage Manual and the FDOT Drainage Design Guide.

4.14.5 Drainage Design

N/A

4.14.6 Location Hydraulics Report

The CONSULTANT will prepare a Location Hydraulics Report for the project in accordance with the PD&E Manual, current edition.

4.14.7 Bridge Hydraulic Evaluation

The CONSULTANT will evaluate bridge hydraulics to determine the hydraulic length of the bridge or the length necessary to meet the hydraulic requirement and document in the Location Hydraulics report. The CONSULTANT will coordinate with the GEC and CFX.

4.15 LANDSCAPING ANALYSIS

N/A

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES

4.16.1 Construction Cost Estimates

The CONSULTANT will develop construction cost estimates using the CFX's most recent cost estimating template. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the CFX's annual Work Program update cycle.

4.16.2 Right of Way Cost Estimates

Based on typical section analysis and CFX design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the project. Establishment of construction limits will consider location drainage features, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors. The CONSULTANT will provide the CFX with pertinent right of way information (existing/proposed & parcel take/remainder) for the alternative(s) shown on aerials, a Google Earth file (.kmz), as well as spreadsheet tables. The Consultant will prepare preliminary right of way cost estimates.

4.17 ALTERNATIVES EVALUATION

4.17.1 Comparative Alternatives Evaluation

The CONSULTANT will establish evaluation criteria at the beginning of the project, which must be agreed upon with the CFX before use in the comparative evaluation of alternatives. After developing the feasible alternatives, analyzing alternatives, and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the PD&E Study. The matrix will include the performance of the No-Build Alternative as the baseline for comparison.

4.17.2 Selection of Preferred Alternative

The CFX will select a Preferred Alternative based on engineering and environmental analysis, consistency with long-range transportation plans, and the public engagement process.

4.17.3 Value Engineering

N/A

4.18 CONCEPT PLANS

4.18.1 Base Map

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

- a. Existing features: plot existing roadway right of way, intersections, bicycle/pedestrian walkways, and drainage easements.
- b. Street names: label street names and highway numbers in immediate project area.
- c. Surface features: label all pertinent cultural and natural features and land use information.
- d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- e. Plot property lines.
- f. Plot new data as it becomes available to keep base maps up to date.

4.18.2 Alternatives Concept Plans

The CONSULTANT will prepare and overlay alternatives concept plans on the base map. The concept plans must show potential locations for bridges, culverts, retaining walls, right of way lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. Additionally, the drawings shall be provided of suitable size and scale (i.e., roll plots) for public display at meeting and hearings.

4.18.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the Preferred Alternative, the CONSULTANT will develop the Preferred Alternative on the base maps, which includes refinements from the public hearing, for inclusion in the Preliminary Engineering Report.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

4.18.5 Design Exceptions and Design Variations

N/A

4.19 TRANSPORTATION MANAGEMENT PLAN

N/A

4.20 RISK MANAGEMENT

N/A

4.21 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT will prepare a Preliminary Engineering Report (PER) as per the PD&E Manual, current edition.

The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

4.22 PLANNING CONSISTENCY

4.22.1 Transportation Plans

The CONSULTANT will obtain and review transportation plans throughout the life of the project for all modes of transportation including freight, transit, and non-motorized.

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Seminole County Comprehensive Plan
- c. CFX 2045 Master Plan
- d. Non-motorized modes, including bikeways and pedestrian walkways
- e. Other applicable transportation plans (e.g., LYNX)

4.22.2 Planning Consistency Form

N/A

4.23 TRANSIT SYSTEMS AND SERVICE

The CONSULTANT will evaluate the feasibility of incorporation of multimodal alternatives as part of the alternatives analysis.

5.0 ENVIRONMENTAL ANALYSIS AND DOCUMENTATION

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this project.

The CONSULTANT's activities to conduct and prepare environmental analysis and reports shall be done under the direction of the GEC and CFX Project Managers. The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the PD&E Manual, current edition. The CONSULTANT will analyze all Build Alternatives and the No Build Alternative with respect to impacts to natural, cultural, social, and physical resources and document all analyses in the reports. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues.

Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement". The consultant will summarize in the Environmental Document the results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project.

5.1 SOCIOCULTURAL EFFECTS

THE CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation and document the results of the SCE Evaluation in the Environmental Document.

5.1.1 Social

Community Cohesion: The CONSULTANT will identify and assess potential project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.

Special Community Designation: The CONSULTANT will identify and assess potential project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.

Safety / Emergency Response: The CONSULTANT will identify and assess potential project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services, healthcare facilities, and government offices.

Demographics: The CONSULTANT will identify and assess potential project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area.

Community Goals and Quality of Life: The CONSULTANT will identify and assess potential project impacts on social value changes and compatibility with community goals and vision.

5.1.2 Economic

Business and Employment: The CONSULTANT will assess potential project impacts to business and employment activity in the project area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities.

Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.

5.1.3 Land Use Changes

The CONSULTANT will evaluate the project's consistency with the physical character of the area and applicable community plans.

5.1.4 Mobility

The CONSULTANT will evaluate potential project impacts on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area.

5.1.5 Aesthetics

The CONSULTANT will evaluate and summarize the project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character.

5.1.6 Relocation Potential

N/A

5.2 CULTURAL RESOURCES

The CONSULTANT shall identify 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 Survey in accordance with the PD&E Manual, current edition. All work will be documented and coordinated with appropriate agencies as per the PD&E Manual. In addition, attendance at public meetings may be required. The APE must include potential pond sites.

The CONSULTANT will prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. If completed after the initial report, the Pond Site Technical Memo Addendum will be included in the CRAS appendix.

5.2.2 Recreational, Section 4(f)

N/A

5.3 NATURAL RESOURCES

The CONSULTANT will assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

The CONSULTANT will identify the natural resource evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and project file:

5.3.1 Wetlands

The CONSULTANT will identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the project. The CONSULTANT will establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands in accordance with the PD&E Manual, current edition. The CONSULTANT will evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. The CONSULTANT will document the results of the Wetlands Evaluation in the Natural Resources Evaluation (NRE) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

5.3.2 Essential Fish Habitat

The CONSULTANT will conduct field review, survey, and appropriate coordination with resource agencies to assess impacts to essential fish habitat (EFH) in accordance with the PD&E Manual, current edition. The CONSULTANT will prepare the EFH Assessment as a component of the NRE to document potential adverse effects to EFH and measures to address those effects.

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) report in accordance with the PD&E Manual, current edition.

5.3.5 Water Quality

The CONSULTANT will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with the PD&E Manual, current edition.

5.3.6 Special Designations

The CONSULTANT will evaluate the data for and document the following special designations if applicable: Outstanding Florida Waters, Wild and Scenic Rivers, Aquatic Preserves, Coastal Barrier Resource, and Scenic Highways, in accordance with the PD&E Manual, current edition.

5.3.7 Identify Permit Needs

The CONSULTANT, in coordination with the GEC, will identify anticipated permits required for the project.

5.3.8 Farmlands

N/A

5.4 PHYSICAL EFFECTS

The CONSULTANT will summarize each of the physical effect issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the physical effect evaluation area, will assess the direct and indirect effects, and will document the severity of the following:

5.4.1 Noise

The CONSULTANT will perform the noise analysis and noise abatement evaluation for the Preferred Alternative only in accordance with the PD&E Manual, current edition, and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook.

The CONSULTANT will document methodology and results of noise analysis and noise abatement evaluation in the Noise Study Report (NSR).

5.4.2 Transit Noise and Vibration Analysis

N/A

5.4.3 Air Quality

The CONSULTANT will gather data, perform the air quality screening analysis, and prepare the Air Quality Technical Memorandum to document the results of the screening analysis in accordance with the PD&E Manual, current edition. Traffic data shall be prepared and supplied by the CFX's T&RC.

5.4.4 Construction Impact Analysis

The CONSULTANT will evaluate and document the potential impacts of construction of the project alternatives in accordance with the PD&E Manual, current edition.

5.4.5 Contamination

The CONSULTANT will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites in accordance with the PD&E Manual, Chapter 20, 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

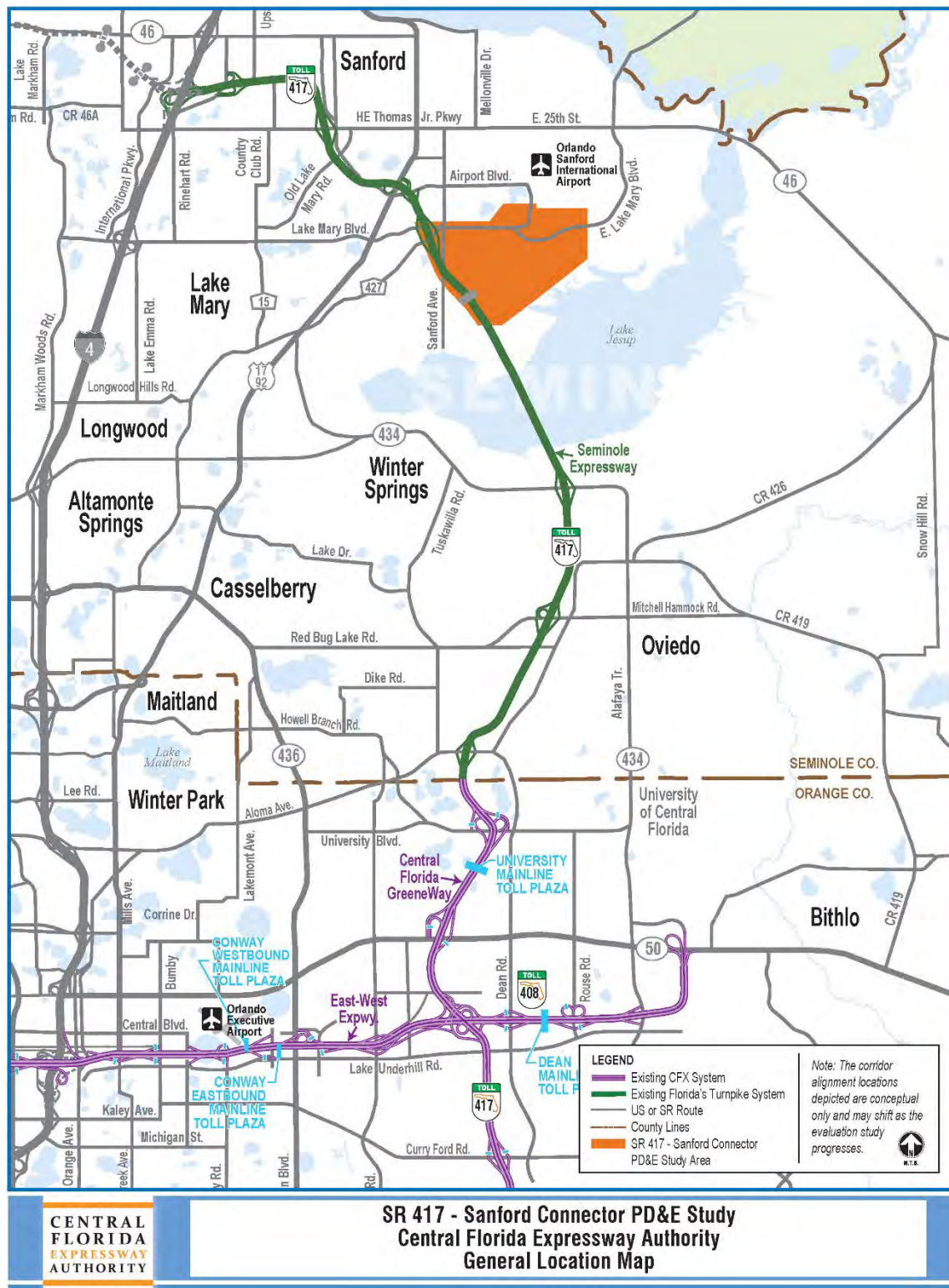
5.6 PROJECT COMMITMENTS

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 and will make this report available to the public prior to the Public Hearing. The PEIR will be finalized after the Public Hearing.

ATTACHMENT A – GENERAL LOCATION MAP



ATTACHMENT B - DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual and the preceding sections.

Development of this project will be guided by the basic design criteria listed below or the most recent standards.

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard		Source	
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break)		- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5	
<u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)		- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4	
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane		- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98	
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u> <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	Total (ft)		Paved (ft)	
	Outside	Left	Outside	Left
	12	12	10	10
	12	8	10	4
	6	6	4	2
	10	8	8	4
	12	N/A	10	N/A
	10	8	5	0
	10	N/A	5	N/A
	10	10	5	5
	0.06	0.05	-	-
	7.0%	7.0%	-	-
	10	6	-	-
	10	10	-	-
	6	6	-	-
	10	6	-	-
	10	10	-	-
	- FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4			

<u>Border Width</u>		
Freeway	94-ft, (94-ft desirable)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2
Ramp	94-ft, (L.O.C. plus 10-ft as minimum)	- (OOCEA Policy) ₃
Arterial/Collector		
DS 45 mph	40-ft	
DS 45 mph	33-ft	
Arterial/Collector (Curb & Gutter)		
DS = 45 mph	14-ft (12-ft with bike lane)	
DS 40 mph	12-ft (10-ft with bike lane)	

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u>			- FDOT PPM Vol. I, Tbl. 2.4.1
Front slope	0.0-5 5-10 10-20 □ □ 20	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail (Use 10-ft bench at half the height of fill)	- (OOCEA Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
Front slope (curb & gutter)	All	1:2 not flatter than 1:6	
Back slope	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
Back slope (curb & gutter)	All	1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u>	Max. Grade	□	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2
Freeway (Rural / Urban)	3.0%	0.20% / 0.40%	
Ramp			
Directional	5.0%	0.60%	
Loop	7.0%	1.00%	
Arterial			
Rural	3.5%	0.50%	
Urban	6.0%	0.70%	
Collector	6.5% to 9.0%	-	
Frontage Road/Service Road	8.0%	0.70%	
Min. Grade Curb & Gutter	0.3%	-	- FDOT PPM Vol. I, Tbl. 2.6.4
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	

<u>Horizontal Curve Length</u> Freeway Others	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
<u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	3 30' 00" 5 15' 00" 6 30' 00" 8 15' 00" 8 15' 00" 8 15' 00" 24 45' 00"		- FDOT PPM Vol. I, Tbl. 2.8.3
Design Element	Design Standard		Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves $\square\square1\square\square30'00''$ do not use spirals) ₄		- FDOT PPM Vol. I, Sect. 2.9 - (OOCEA Policy) ₃
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate	- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28
	0.10 0.10 0.10 0.05 0.05 0.10 0.10 0.10	1:200 ₅ 1:225 1:225 1:150 1:150 1:200 1:200 1:150	
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value Crest Sag	- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag) - OOCEA Policy ₃ Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
	70 60 55 50 45 30	401 245 185 136 98 31	181 136 115 96 79 37
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest Sag		
	500-ft 400-ft 350-ft 135-ft 135-ft 300-ft 300-ft 90-ft	400-ft 300-ft 250-ft 135-ft 135-ft 200-ft 200-ft 90-ft	

<u>Ramps</u> Ramp Terminals Length Taper Minimum Spacing Entrance to Exit ⁶ Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	<u>Entrance</u> “Parallel-Type” 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> “Taper-Type” 550-ft (2□□ to 5□, 4□□ desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS □□45 mph) $L = WS^2/60$ (DS □□45 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Entrance Ramp Taper of 900 ft. (1° - convergence)
- d. Exit Ramp Taper of 550 ft. (3° - divergence)

Right of way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required.
- d. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right of way limits per Index 450.