AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING May 9, 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 BOARD MEETING MINUTES (action Item)

- 1. April 11, 2024 Board Meeting
- 2. April 11, 2024 Board Workshop

D. APPROVAL OF CONSENT AGENDA (action item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

- 1. INTERAGENCY AGREEMENT WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND OSCEOLA COUNTY - Glenn Pressimone, Chief of Infrastructure (action item)
- 2. NOMINATION FOR APPOINTMENT OF MICHELLE L. MILLER TO THE AUDIT COMMITTEE BY BOARD MEMBER CHRISTOPHER "C.J." MAIER – Chairman Brandon Arrington (action item)

(CONTINUED ON NEXT PAGE)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

- 3. FLEX LANES UPDATE Bryan Homayouni, Director of Intelligent Transportation Systems and Geo Morales, Director of Communications (info item)
- 4. BUDGET FY 2025 THROUGH FY 2029 FIVE-YEAR WORK PLAN / FY 2025 OPERATIONS, MAINTENANCE & ADMINISTRATIVE – Lisa Lumbard, Chief Financial Officer and Glenn Pressimone, Chief of Infrastructure (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at <u>Malaya.Bryan@CFXway.com</u> 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

1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD MEETING April 11, 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 9:05 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 Commissioner Christine Moore, Orange County Commissioner Sean Parks, Lake County Vacant, Gubernatorial Appointment

Board Member Appearing Virtually: Rafael "Ralph" Martinez, Gubernatorial Appointment

Board Member Not Present: Commissioner Tom Goodson, Brevard County

<u>Staff Present at Dais:</u> Michelle Maikisch, Executive Director Angela Wallace, General Counsel Mimi Lamaute, Board Recording Secretary

<u>Non-Voting Advisor Present:</u> Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

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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 MARCH 14, 2024 BOARD MEETING MINUTES

A motion was made by Mayor Demings and seconded by Commissioner Moore to approve the March 14, 2024 Board Meeting Minutes as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Martinez voting AYE telephonically. One (1) Board Member, Commissioner Goodson was not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

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

- 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

- 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)
- 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

- 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)
- 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

 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

- 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

- 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-toexceed \$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)
- 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)
- 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)
- 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)

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

E. <u>REPORTS</u>

1. CHAIRMAN'S REPORT

- Chairman Arrington thanked everyone for coming out to the groundbreaking for the SR 516 Lake/Orange Expressway Project. The new expressway will be the most sustainable project ever delivered by CFX while providing a much-needed connection between Lake and Orange counties. What is super exciting about this project is that CFX is working with environmental partners to build with innovation in mind. SR 516 will serve as a revolutionary testbed for electric in road charging and will feature wildlife protection and a multi-use trail to deliver a world-class roadway.
- He reminded everyone that TEAMFL will be in Coral Gables, Florida on May 23rd 24th.
- Chairman Arrington reminded everyone that following the board meeting today, there will be a 2025 Budget workshop in the Pelican Conference Room.

2. TREASURER'S REPORT

Mayor Dyer reported that as of the end of February 2024, CFX's toll revenue was \$465,000.000 fiscal year-to-date, which is around 1% over projection.

Total Operations, Maintenance and Administrative expenses were \$69,800,000, which is 9% under budget.

After debt service, the total net revenue available for projects was \$273,000,000.

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 thanked Commissioner Moore for spending her birthday with CFX this morning.
- She stated that Governor DeSantis announced the reinstatement of the Florida Toll Relief Program. E-PASS and SunPass customers with 35 or more toll transactions per transponder in a single month automatically receive a 50% credit to their account. The new Program began April 1st and will go through March 31, 2025. As with the previous state Toll Relief Program, CFX will be reimbursed from the state general revenue fund.

• Ms. Maikisch detailed the SR 516 Lake/Orange Expressway groundbreaking, shared pictures and thanked staff and consultants for making the event a success.

F. <u>REGULAR AGENDA ITEMS</u>

1. CFX AND FLORIDA HIGHWAY PATROL DESK TROOPER PILOT PROGRAM

Mr. Bryan Homayouni, Director of ITS highlighted the long-standing collaborations between CFX and the Florida Highway Safety and Motor Vehicles.

Lt. Colonel Mark Brown, Florida Highway Patrol detailed the CFX and Florida Highway Patrol Desk Trooper Pilot Program including the benefits and outreach initiatives.

The Board Members commented and asked questions which were answered by Mr. Homayouni and Lt. Colonel Brown.

A motion was made by Mayor Demings and seconded by Commissioner Herr to approve the Memorandum of Understanding between the Florida Department of Highway Safety and Motor Vehicles and CFX for the Desk Trooper Pilot Program. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Martinez voting AYE telephonically. One (1) Board Member, Commissioner Goodson was not in attendance.

2. <u>SR 417 SANFORD AIRPORT CONNECTOR PROJECT DEVELOPMENT AND ENVIRONMENT</u> (PD&E) STUDY

Mr. Will Hawthorne, Director of Transportation Planning & Policy is requesting a contact award to Ardurra Group, Inc. for a PD&E Study. He described the study area, corridor history, purpose and need, alignments and schedule.

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

A motion was made by Commissioner Herr and seconded by Commissioner Parks for approval of the contract award to Ardurra Group, Inc. for the SR 417 Sanford Airport Connector PD&E Study in the amount of \$1,700,000.00. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Martinez voting AYE telephonically. One (1) Board Member, Commissioner Goodson was not in attendance.

G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Parks;
- Mayor Demings; and
- Commissioner Herr

H. ADJOURNMENT

Chairman Arrington adjourned the Board Meeting at approximately 9:31 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, <u>PublicRecords@CFXway.com</u>, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, <u>www.CFXway.com</u>.

2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD WORKSHOP April 11, 2024

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

A. CALL TO ORDER

The Board Meeting was recessed and reconvened with the publicly noticed Workshop in the Pelican Conference Room at approximately 9:46 a.m. by Chairman Demings.

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 Sean Parks, Lake County Vacant, Gubernatorial Appointment

Board Member Appearing Telephonically Rafael "Ralph" Martinez, Gubernatorial Appointment

Board Members Not Present: Commissioner Tom Goodson, Brevard County Commissioner Andria Herr, Seminole County Commissioner Christine Moore, Orange County

Also Present:

Lisa Lumbard, Chief Financial Officer Glenn Pressimone, Chief of Infrastructure Michelle Maikisch, Executive Director Angela Wallace, General Counsel Mimi Lamaute, Manager of Board Services, Recording Secretary Carleen Flynn, CDM Smith David Aron, CDM Smith

<u>Non-Voting Advisor Not Present:</u> Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

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B. PUBLIC COMMENT

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

Ms. Michelle Maikisch, Executive Director, introduced Ms. Carleen Flynn and Mr. David Aron with CDM Smith who will present CDM Smith's projections for CFX's traffic and revenue and announced the upcoming agenda items to be discussed for feedback, questions and comments.

C. DRAFT BUDGET - FY 2025

1. DRAFT FY 2023 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT

Ms. Carleen M. Flynn, with CDM Smith, CFX's General Traffic and Earnings Consultant, explained that that they provide the annual traffic and revenue estimates. They consider historical and recent trends, historical total transactions, historical revenues, transactions by payment type, transponder collection trends, cash collection trends and pay by plate trends.

Mr. David Aron with CDM Smith described CDM Smith's forecast approach. He detailed forecasts based on annual transactions and revenue expressways, historical and forecasted average annual growth rates and year-over-year growth in revenue for FY 2014 – FY 2028.

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

2. <u>BUDGET - FY 2025 THROUGH FY 2029 FIVE-YEAR WORK PLAN / DRAFT FY 2025 OPERATIONS,</u> <u>MAINTENANCE & ADMINISTRATION</u>

Chief Financial Officer, Lisa Lumbard, stated that she and Mr. Glenn Pressimone, Chief of Infrastructure, will present the Draft Budget - FY 2025 through FY 2029 Five-Year Work Plan/FY 2025 Operations, Maintenance & Administration ("OM&A") for feedback, questions and comments.

Ms. Lumbard described the total proposed spend for FY 2025.

Mr. Pressimone described the purpose and development process for the proposed Draft FY 2025 – FY 2029 Five-Year Work Plan, the current Five-Year Work Plan and detailed the proposed projects in the draft work plan. Additionally, he explained the draft work plan funding distribution percentages.

Ms. Lumbard explained the proposed OM&A expenses to support the proposed work plan. She detailed the OM&A process, projected revenues and proposed OM&A expenses. Ms. Lumbard described the proposed debt service ratio, CFX flow of funds and proposed OM&A budget for the Goldenrod Road Extension. In addition, she

explained the capital planning model results, projected senior lien coverage ratio and total proposed spending for FY 2025.

Ms. Lumbard stated that the proposed budget is fully fundable and that CFX will meet the planning target ratio.

The Board members commented and asked questions which were answered by Ms. Lumbard, Mr. Pressimone, Ms. Flynn, Mr. Aron and Ms. Maikisch.

The Board Members, by consensus, requested Staff to provide an analysis detailing CFX's workplan in comparison to communities of similar sizes.

D. BOARD MEMBER COMMENT

There were no additional Board member comments.

E. <u>ADJOURNMENT</u>

Chairman Arrington adjourned the Board Workshop at approximately 10:33 a.m.

Brandon Arrington, Osceola County Commissioner Chairman Central Florida Expressway Authority Mimi Lamaute, Manager of Board Services Recording Secretary Central Florida Expressway Authority

Minutes approved on _____, 2024.

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D. Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA May 9, 2024

ADMINISTRATION

- 1. Approval of Juan Diaz's Reappointment to the Right of Way Committee by Board Member Christopher "C.J." Maier
- 2. Approval of Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization d/b/a MetroPlan Orlando (Agreement Value: \$0)

CONSTRUCTION

3.	Approval of Construction Contract Modifications on the following projects:			
	Project 429-152	Prince Contracting, LLC	\$ 309,539.90	
	Project 538-165	The Lane Construction Corporation	(\$ 228,081.25)	
	Project 599-663A	Chinchor Electric, Inc.	\$ 90,043.28	

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: \$45,257.50)

ENGINEERING

- Approval of Supplemental Agreement No. 5 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension – Segment 2, Project No. 538-235, Contract No. 001648 (Agreement Value: \$48,893.42)
- 6. Approval of Supplemental Agreement No. 7 with Parsons Transportation Group, Inc. for SR 429 Widening from Florida's Turnpike to West Road, Project No. 429-152, Contract No. 001395 (Agreement Value: \$254,199.47)

INTERNAL AUDIT

- 7. Acceptance of Internal Audit Reports:
 - a. Fiscal 2024 Customer Service Center Performance Assessment
 - b. Fiscal 2024 Policy and Procedure Review
 - c. Fiscal 2024 Payment Card Industry 4.0 Gap Assessment
 - d. Fiscal 2024 IT Tabletop Exercise
 - e. Fiscal 2024 Department of Highway Safety and Motor Vehicles Memorandum of Understanding Compliance Assessment (Prepared by MSL CPA's & Advisors)

LEGAL

 Approval to Rescind Contract Award to Aero Groundtek, LLC and Approval of Contract Award to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 408, SR 417, CFX Headquarters and E-PASS Service Center, Contract No. 002089 (Agreement Value: \$7,849,889.00)

MAINTENANCE

9. Approval of Supplemental Agreement No. 2 with Convergint Technologies LLC for Systemwide Electronic Security System Services, Contract No. 001969 (Agreement Value: \$95,978.12)

RECORDS MANAGEMENT

10. Approval of Cooperative Purchase Agreement with VRC Companies, LLC for Offsite Records Storage Services, Contract No. 002082 (Agreement Value: \$108,000.00)

RISK MANAGEMENT

11. Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company (Agreement Value: \$1,530,279.00)

TECHNOLOGY/TOLL OPERATIONS

12. Approval of Contract Award to AtkinsRealis USA, Inc. for Toll System Replacement Consultant Services, Contract No. 002106 (Agreement Value: \$6,000,000.00)

TRAFFIC OPERATIONS

13. Approval of Purchase Order to Integrated Synergy, Inc. for Data Collection Sensor (DCS) Readers (Agreement Value: \$294,588.00)

TRANSPORTATION PLANNING & POLICY

 Approval of Supplemental Agreement No. 3 with Volkert, Inc. for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project, Project No. 599-233, Contract No. 001632 (Agreement Value: \$679,644.60)

The following items are for information only:

- A. The following is a list of advertisement(s) from: April 14, 2024 to May 5, 2024
 - 1. 599-669: Systemwide All Electronic Tolling Signing & Pavement Markings Construction
 - 2. 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road CEI Services

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 Headquarter Building Lighting Retrofitting
 - 3. 414-781: SR 414 Concrete Coatings Construction
 - 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 Construction
 - 6. 528-769: SR 528 Miscellaneous Resurfacings Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

- 7. 528-778: SR 528 Bridge Improvements Construction
- 8. 599-426: Systemwide Generator Replacements Construction
- 9. 599-765: Systemwide Plaza Building Repairs and Roof Replacements Construction
- 10. 599-770: SR 417 & SR 408 Concrete Coatings Construction
- 11. 599-773: Systemwide Steel Bridge Coatings Construction
- 12. 599-774: Systemwide Butterfly Truss Coatings Construction
- 13. 800-904: Goldenrod Road (SR 551) Resurfacing Construction
- 14. Construction Management Consultant
- 15. Landscape Maintenance Services: SR 414, SR 429, SR 451, SR 453 and SR 528
- 16. Mowing and Landscape Maintenance Services for Poinciana Parkway
- 17. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
- 18. Systemwide Landscape Design Services

CONSENT AGENDA ITEM #1

Mimi Lamaute

From:	Christopher Maier
Sent:	Wednesday, May 1, 2024 10:36 AM
То:	Mimi Lamaute
Subject:	RE: Central Florida Expressway Authority - Right of Way Committee Member Juan Diaz

Thank you Mimi.

Yes, I would like to reappoint Mr. Diaz for another 2-year term.

Sincerely,

C.J.

Christopher J. Maier Governing Board Vice Chairman

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Office: (407) 690-5310 E-Mail: <u>Christopher.Maier@cfxway.com</u> CFXway.com

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From: Mimi Lamaute <Mimi.Lamaute@cfxway.com>
Sent: Tuesday, April 30, 2024 12:27 PM
To: Christopher Maier <Christopher.Maier@cfxway.com>
Subject: Central Florida Expressway Authority - Right of Way Committee Member Juan Diaz

Good morning C.J.,

Mr. Juan Diaz has been serving on the Right of Way Committee since April 8, 2022. Our next Right of Way Committee meeting is scheduled for May 15, 2024. His service is greatly appreciated.

Would you please confirm by responding to this e-mail that you wish to reappoint him to the Right of Way Committee for another two-year term? Once you have confirmed I will add it to the May 9th Consent Agenda.

Respectfully,

Mimi

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Mimi Lamaute Manager of Executive and Board Services Central Florida Expressway Authority 4974 ORL Tower Road • Orlando, FL 32807 407.690.5310 (p) • (f) 407.690.5384 CFXway.com

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JUAN F. DIAZ Resume

As the Director of Distribution, I'm responsible for the delivery of quality electric, water and lighting distribution engineering services to OUC customers while maintaining focus on safety, reliability, costs and customer satisfaction.

Professional Experience

Distribution Engineer - Orlando Utilities Commission

- Prepared designs, plans and provided specifications for residential and small commercial services
- Inspected primary and secondary distribution infrastructure installed by residential customers
- Completed cost estimates and procured materials utilizing the Storms work management system
- Reviewed and approved Joint Use attachment requests for communication companies
- Submitted permits to local governing agencies such as the City of Orlando, FDOT, Osceola County and Orange County
- Trained new engineers on residential projects and using software tools

Project Engineer - Orlando Utilities Commission

- Manage electrical distribution projects from the development stage through completion
- Analyze civil and electrical one line diagrams for larger scale commercial projects
- Estimated and procured materials utilizing the Enterprise One work management system
- Trained new engineers on residential and commercial projects as well as utilizing software systems
- Worked with the City on Joint Use Agreement projects and overhead to underground conversions
- Power User for the Enterprise One EPETS tool for designing and estimating projects

Senior Engineer - Orlando Utilities Commission

- Managed various high profile projects involving multiple internal/external departmental agencies to complete projects within budget and on time.
- Trained entry-level engineers on distribution policies, specifications and software programs as well as assist Project Engineers on larger scale projects.
- Worked with internal and external contractors by providing them with all the necessary information and guidance to complete projects per OUC specifications
- Design electrical layouts for larger scale commercial projects and subdivisions
- Oversee and project manage capital projects from the start to finish
- Design, prepare and submit permits for all projects adhering to all local governing specifications and requirements
- Assist with testing and reviewing new technologies and enhancements for EPETS

Manager, Electric Distribution - Orlando Utilities Commission

Departmental and Employee Management

- Performed bi-annual and yearly employee performance evaluations of which include coaching and providing additional training.
- Interviewed and hired Engineers to maintain a fully staffed department.
- Participated in Departmental Capital and Maintenance Budget meetings.
- Held monthly staff meetings to provide essential communication to employees.
- Continue to update specifications within the Electric Service and Meter Installation handbook, Letter of Responsibility and Engineering Manual.

Project Review

- Assign projects to Engineers, keeping in mind employee strengths and training opportunities.
- Review and approve engineer project designs to make sure they comply with OUC design standards, safety codes, adhere to reliability design aspects and are cost effective.
- Provide assistance to Engineers handling major projects by providing them the right tools and empowering them to make decisions.
- Managed the completion of variance reports, as-built reviews and project scheduled dates by monitoring projects and following up with Engineers.

Collaboration

- Organize internal/external departmental meetings to discuss opportunities for better communication with our employees and our customers
- Incorporated CPH to help assist Electric, Water and Street lighting Department with local governing permits.
- Periodically review the Organizational Chart to maintain updated status of employees working in their respective residential/commercial areas and communicate information to internal departments.
- Communicate with various internal departments to work effectively in completion of projects.
- Organizing a weekly meeting with Construction to coordinate and prioritize projects.

(August 2003 - September 2008)

(September 2008 - July 2015)

(July 2015 - July 2017)

(July 2017 - October 2020)

Director, Distribution Engineering - Orlando Utilities Commission

- Oversee operations of Distribution Engineering which include the Electric, Water and Lighting Engineering Departments
- Review and approve engineer capital projects of up to \$200K approval level
- Develop and communicate strategies, plans and goals for the business unit
- Evaluate and align talent to current and future needs
- Review, create and provide Operational Plans for the following fiscal year for each Distribution Engineering Business Unit
- Interpret, apply and recommend changes to the OUC Electric and Water Service Polices
- Attend various meetings pertaining to major customer projects to assist with coordination and project schedules
- Complete yearly capital budgets for the department and align with Commission goals
- Perform yearly evaluations and approve merit increases.
- Analyze, review and propose electric service territory negotiations with other utility agencies

Achievements

- Leadership Challenge Workshop 2021
- Completed the Leadership Essentials Program in 2018.
- Member of the Safety Inspection Unit within the ICC Hurricane Storm role.
- Completed Supervisor Workshop (Track I) Course in 2010.
- Member of the Florida Electric Power Coordinating Group (FCG) Transportation Advisory Committee since 2021.

Education

University of Central Florida

Bachelors in Electrical Engineering, December 2003

CONSENT AGENDA ITEM #2

MEMORANDUM

TO: CFX Board Members

FROM: Michelle Maikisch

DATE: April 29, 2024

SUBJECT: Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization d/b/a MetroPlan Orlando

Approval of the Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization is requested. The amendment adds the City of St. Cloud, Florida as a voting member and adds an additional Orange County representative to the MetroPlan Orlando Board.

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



250 South Orange Avenue • Suite 200 • Orlando, Florida 32801 P: 407.481.5672 • MetroPlanOrlando.gov

February 1, 2024

"24 FEB 6 AM 9:20

Ms. Michelle Maikisch Executive Director Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Re: Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

Dear Ms. Maikisch:

On September 13, 2023, the MetroPlan Orlando Board approved a recommendation by the Executive Committee requesting approval of MetroPlan Orlando's Apportionment Plan as required by state and federal law. This action necessitates completion of an amendment to our Interlocal Agreement to incorporate the changes. The MetroPlan Orlando Board received a draft MPO Apportionment Plan as part of its agenda package. (See Tab 4, September 13, 2023, MetroPlan Orlando Board agenda).

The approved MetroPlan Orlando Board membership in the Apportionment Plan is 22 voting members and 5 non-voting advisors. Attached is the Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization, d/b/a/ MetroPlan Orlando, A Regional Transportation Partnership, which adds the City of St. Cloud, Florida, as a voting member and adds an addition Orange County representative to the MetroPlan Orlando Board. <u>Please place this Agreement on the Central Florida Expressway Authority Board agenda for approval as soon as possible. Execute both copies, retain one copy for the Agency's records, and return an executed copy to me along with a certified copy of your Board minutes, showing where this action was approved.</u>

Once approved by the Central Florida Expressway Authority and all other partners, it will be filed with the Clerk of the Court in Orange, Osceola, Seminole Counties as the official document amending the Interlocal Agreement for Creation of the Metropolitan Planning Organization. If your staff has any questions, please contact me at (321) 732-6419 or Jason.Loschiavo@metroplanorlando.gov. We appreciate your assistance in expediting this to your Agency Board.

Sincerely,

Jason S. Loschiavo, CPA Director of Finance and Administration

Enclosure



AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION D/B/A/ MetroPlan Orlando

THIS AMENDMENT (hereinafter "Amendment") is made and entered into by and between the State of Florida, Department of Transportation; the Counties of Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the Cities of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, the City of St. Cloud, Florida, the Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, the Central Florida Expressway Authority, and the Sanford Airport Authority, and the MetroPlan Orlando Municipal Advisory Committee (hereinafter the "Parties").

RECITALS

WHEREAS, the Parties reaffirm the Interlocal Agreement dated June 7, 2000, as amended, except as amended hereby;

WHEREAS, section 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau;

WHEREAS, section 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census;

WHEREAS, section 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents;

WHEREAS, on August 15, 2023, the Executive Committee of the governing board of MetroPlan Orlando, considered alternative membership scenarios for presentation to the governing board of MetroPlan Orlando;

WHEREAS, on September 13, 2023, the governing board of MetroPlan Orlando met to review its voting composition and approved a Resolution Supporting the Adoption of the Executive Committee's recommended MPO Membership Apportionment Plan ("Apportionment Resolution") and determined that it was appropriate that the City of St. Cloud be added as a voting member to the Interlocal Agreement, as amended, creating MetroPlan Orlando;

WHEREAS, the signatories to this Amendment hereby ratify and reaffirm the Apportionment Resolution as if fully set forth herein; and,

WHEREAS, the governing body of MetroPlan Orlando has determined that it is appropriate that Orange County, Florida, be granted a new representative as a voting member to the Interlocal Agreement as amended creating MetroPlan Orlando.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Recitals. The forgoing recitals are true and correct.

II. Interlocal Agreement. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

The membership of the MPO shall consist of twenty (22) voting representatives and five (5) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Orange County	7 Representatives
Osceola County	1 Representative
Seminole County	2 Representatives
City of Altamonte Springs	1 Representative
City of Apopka	1 Representative
City of Kissimmee	1 Representative
City of Orlando	2 Representatives
City of Sanford	1 Representative
City of St. Cloud	1 Representative
Central Florida Regional Transportation Authority	1 Representative
Greater Orlando Aviation Authority	1 Representative
Central Florida Expressway Authority	1 Representative
Sanford Airport Authority	1 Representative
MetroPlan Orlando Municipal Advisory Committee	1 Representative

III. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

IV. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

V. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VI. Amendment Execution and Counterpart Signature Pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VII. Effective Date. This Amendment shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated June 7, 2000, as amended, to be duly executed on their behalf.

ORANGE COUNTY, FLORIDA

BY:	
DATE:	
TITLE:	
ATTEST:	
TITLE:	

OSCEOLA COUNTY, FLORIDA	
BY:	
DATE:	
TITLE:	
ATTEST:	
TITLE:	

[Continued on following pages]

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: _____

JAY ZEMBOWER, Chairperson Date: As authorized for execution by the Board of

County Commissioners at its _____, 2024 regular meeting.

ATTEST:

, Clerk to the Board of County Commissioners of Seminole County, Florida. For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney

CITY OF ALTAMONTE SPRINGS, FLORIDA BY: _____ DATE:_____ TITLE: ATTEST: TITLE: _____

CITY OF APOPKA, FLORIDA	
BY:	
DATE:	
TITLE:	
ATTEST:	
TITLE:	

CITY OF KISSIMMEE, FLORIDA	
BY:	
TITLE:	
DATE:	
ATTEST:	
TITLE:	

[Continued on following pages]

CITY OF ORLANDO, FLORIDA	
BY:	
TITLE:	
DATE:	
ATTEST:	
TITLE:	

CITY OF SANFORD, FLORIDA

BY: _____, Mayor _____

ATTEST

.

_____, City Clerk For use and reliance of the City of Sanford City Commission only. Approved as to form and legality.

, City Attorney

CITY OF ST. CLOUD, FLORIDA	
BY:	
TITLE:	
DATE:	
ATTEST:	
TITLE:	

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BY: _____
DATE: ______
TITLE: ______
ATTEST: ______
TITLE: _____

[Continued on following page]

THE GREATER ORLA	NDO AVIATION AUTHORITY
BY:	
DATE:	
TITLE:	
ATTEST:	
TITLE:	

.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY BY: _____ DATE: _____ TITLE: _____ ATTEST: _____ TITLE: _____

SANFORD AIRPORT AUTHORITY	
BY:	
DATE:	
TITLE:	
ATTEST:	
TITLE:	

STATE OF FLORIDA, DEPAR	TMENT OF TRANSPORTATION
BY:	
TITLE:	
DATE:	
ATTEST:	
TITLE:	

APPROVED AS TO FORM, LEGALITY STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

BY:	
ATTORNEY	
DATE:	
TITLE:	

4847-3597-2123, v. 2

CONSENT AGENDA ITEM #3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

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

DATE: April 18, 2024

SUBJECT: Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) May 2024	Total Amount (\$) to Date*	Time Increase or Decrease
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Road	\$ 177,987,429.00	\$ 1,521,596.93	\$ 309,539.90	\$ 179,818,565.83	0
538-165	The Lane Construction Corporation	SR 538 Poinciana Parkway Widening From Ronald Reagan Parkway to Cypress Parkway	\$ 92,628,420.00	\$ 4,245,552.55	\$ (228,081.25)	\$ 96,645,891.30	41
599-663A	Chinchor Electric, Inc.	SR 408 Mainline Plaza Sign Updates	\$ 605,683.06	\$ -	\$ 90,043.28	\$ 695,726.34	0
	•	•	•	TOTAL	\$ 171,501.93	•	•

* 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

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



Project 429-152: SR 429 Widening from Florida's Turnpike to West Road Prince Contracting, LLC SA 429-152-0524-06 & 07		
Vacuum Excavation at Fullers Cross Bridge Vacuum excavate additional pile holes to locate existing retaining wall straps to adjust pile locations at Road bridges.	SR 429 over	Fullers Cross
ADD THE FOLLOWING ITEM: Vacuum Excavation at Fullers Cross Bridge	\$	58,291.48
<u>Pavement Repairs</u> Mill existing asphalt pavement, place asphalt and pavement markings on SR 429 to provide a smooth re	adway trave	lling surface.
ADD THE FOLLOWING ITEM: Pavement Repairs	\$	100,958.53
<u>Temporary Asphalt and Pavement Marking Placement</u> Place temporary asphalt and pavement markings to accommodate construction of Ramp A, northbound	SR 429 to F	lorida's Turnpike.
ADD THE FOLLOWING ITEM: Temporary Asphalt and Pavement Marking Placement	\$	22,250.91
<u>Plan Revisions</u> Adjust quantities for Plan Revisions 01, 03, 04, 05 and 06.		
INCREASE THE FOLLOWING ITEMS:		
Ditch Bottom Inlet, Type $B < 10'$	\$	6,000.00
Ditch Bottom Inlet, Type C < 10'	\$	4,500.00
Pipe Culvert - Round 24" Gutter Drain	\$	1,350.00
Pipe Culvert - Optional Material, Round 30" Storm/Cross Drain	\$	9,900.00
Mitered End Section, Optional Material, Round 30" Cross Drain	\$	3,500.00
Concrete Traffic Rail - Bridge 36" Single Slope	\$	7,590.00
Furnish and Install - Bridge Mound Conduit	\$	789.60
Furnish and Install - Insulated Lighting Conductors Number 4 to Number 2	\$	435.60
	\$	34,065.20
DECREASE THE FOLLOWING ITEMS:		
Regular Excavation	\$	(1,520.00)
Embankment	\$	(28,604.50)
Curb Inlet Type P-5<10'	\$	(5,000.00)
Manhole P-8<10'	\$	(20,800.00)
Pipe Culvert - Optional Material, Round 18" Storm/Cross Drain	\$	(17,440.00)
Pipe Culvert - Optional Material, Round 24" Storm/Cross Drain	\$	(112,970.00)
Median Concrete Barrier, Short Grade Separated	\$	(1,800.00)
Shoulder Concrete Barrier, 38" or 44" Height	\$	(4,200.00)
Shoulder Barrier/Noise Wall, Including Foundations, Permanent	\$	(111,370.00)
Furnish and Install - Insulated Lighting Conductors Number 8 - 6	\$	(25.20)
	\$	(303,729.70)
SUBTOTAL THIS CHANGE:	\$	(269,664.50)

Drainage Construction at East Bay Street

Furnish and install drainage, fence, and sod at the drainage easement located at East Bay Street to provide positive flow for offsite stormwater.

ADD THE FOLLOWING ITEM:		
Pipe Culvert - Optional Material, Round 18" Storm/Cross Drain	\$	4,865.06
Pipe Culvert - Optional Material, Other Elliptical 24" X 53" Storm/Cross Drain	\$	40,019.70
Straight Concrete End Walls - 18" Single, 0 Degrees, Round	\$	19,635.48
Straight Concrete End Walls - 42" Single, 0 Degrees, Elliptical	\$	65,810.16
Dewatering and Erosion Control	\$	32,833.91
	\$	163,164.31
INCREASE THE FOLLOWING ITEMS:		
Fencing Type B, Standard 5.1' - 6.0'	\$	34,822.00
Fence Gate, Type B, Single, 12.1 - 18.0' Opening	\$	3,400.00
	\$	38,222.00
SUDTOTAL THE CHANCE.	¢	201 296 21
SUBTOTAL THIS CHANGE:	\$	201,386.31
Electrical Utility Service Point Relocation		
Relocate electrical utility service points within the limited access right of way.		
ADD THE FOLLOWING ITEM:		
Service Point Relocation	\$	32,760.00
Added Tubular Markers		
Furnish and install tubular markers for fiber and power location identification.		
ADD THE FOLLOWING ITEM:		
Furnish and Install, Tubular Route Marker - Fiber	¢	7,590.00
Furnish and Install, Tubular Route Marker - Proer	\$ \$	23,460.00
i diffish and fistally i doular Route Marker - i ower	ψ	25,400.00
SUBTOTAL THIS CHANGE:	\$	31,050.00
		- ,
Relocate Closed-Circuit Television (CCTV) at SR 50 and Florida's Turnpike		
Relocate existing Closed-Circuit Television (CCTV) at SR 50 and Florida's Turnpike to maintain service d	uring constr	uction.
ADD THE FOLLOWING ITEM:	•	
Relocate Closed-Circuit Television (CCTV) at SR 50 and Florida's Turnpike	\$	15,032.95
Third Party Damage Repairs		
Repair existing guard rail and attenuators damaged by unidentified third party.		
Repair existing guard fair and attendators damaged by andentified time party.		
ADD THE FOLLOWING ITEM:		
Third Party Damage Repairs	\$	33,004.11
Relocate Overhead Sign		
Relocate existing overhead sign to provide guidance to motorists for the southbound SR 429 exit to SR 50.		
ADD THE FOLLOWING ITEM:	<u>^</u>	
Relocate Overhead Sign	\$	13,100.00
Reconstruct Drainage		
Reconstruct Dramage Reconstruct drainage structures and pipe to allow for installation of subgrade under shoulder gutter.		
reconstruct dramage structures and pipe to anow for instantation of subgrade under shoulder gutter.		
ADD THE FOLLOWING ITEM:		
Reconstruct Drainage	\$	13,330.49
č		*

Temporary Critical Retaining Wall Construction Revision

The dimensions of the temporary critical retaining walls for the inside widening at State Road 50, Turnpike and Plant Street were increased to provide for the necessary depth of excavation.

ADD THE FOLLOWING ITEM:

Temporary Critical Retaining Wall Construction Revision (Unilateral)	\$	58,039.62
--	----	-----------

TOTAL AMOUNT FOR PROJECT 429-152

<u>\$ 309,539.90</u>

Project 538-165: SR 538 Poinciana Parkway Widening From Ronald Reagan Parkway to Cypress Parkway The Lane Construction Corporation SA 538-165-0524-12

Final Closeout Pay Item

The following items are encompassed under the final closeout pay item added to the lump sum Design-Build Contract.

ADD THE FOLLOWING ITEMS:	
Allowance for Review Board Reduction	\$ (400.00)
Work Order Allowance Reduction	\$ (461,691.01)
Repair Fence Damaged by Trees and 3rd Party	\$ 18,519.60
Copper Keepers Credit	\$ (26,344.99)
Ditch Realignment	\$ 99,674.11
Revisions to Wrong Way Driving Signs	\$ 18,281.05
Repair Third Party Damages to Fence & Light Pole	\$ 12,057.78
SUBTOTAL THIS CHANGE:	\$ (339,903.46)

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 February 2022 to July 2023. During this period, \$44,263,089.84 of construction was performed/produced.

ADD THE FOLLOWING ITEM	
Fuel Price Index Adjustments: February 2022 to July 2023	\$ 28,961.91

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 Feburary 2022 to July 2023.

ADD THE FOLLOWING ITEM	
Bituminous Price Index Adjustments: February 2022 to July 2023	\$ 82,860.30

Increase Contract Time 41 Calendar Days

Non-compensable time is added for the work necessary to make required adjustments to the Wrong Way Detection System.

Increase Contract Time 41 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 538-165

\$ (228,081.25)

Project 599-663A: SR 408 Mainline Plaza Sign Updates Chinchor Electric, Inc. SA 599-663A-0524-01

<u>Conway Toll Booth Wraps</u> Furnish and install ten (10) toll booth wraps at the Conway Mainline Toll Plaza.

ADD THE FOLLOWING ITEM: Conway Toll Booth Wraps	\$	90,043.28
TOTAL AMOUNT FOR PROJECT 599-663A	<u>\$</u>	90,043.28

CONSENT AGENDA ITEM #4

MEMORANDUM

TO:	CFX Board Members
FROM:	Ben Dreiling, P.E. Director of Construction
DATE:	April 18, 2024
SUBJECT:	Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway Project No. 417-141

Board approval is requested to issue payment to Hubbard Construction Company in the amount of \$45,257.50 for a material price index adjustment for the SR 417 Widening from International Drive to John Young Parkway project.

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

The following items have been adjusted: Steel Handrails.

Reviewed By: Kenturen

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





RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

July 20, 2022

DCE MEMORANDUM NO. 22-09 (FHWA Approved 7-18-22)

TO: DISTRICT CONSTRUCTION ENGINEERS

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

Lattner,P.E.

-DocuSigned by: asney and

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

SUBJECT: STEEL HANDRAILS MATERIAL PRICE INDICES

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

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

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

The following conditions apply:

- 1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
- 2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
- 3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
- 4. The material must be approved as meeting applicable specifications.
- 5. For material purchased by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet Schedule "A". Material price adjustments are not eligible for Contractor markup.
- 6. For material purchased by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values for design-build contracts.
- 7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
- 8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to steel handrails. Contractors may not elect to apply this Specification to one pay item, but not others.
- 9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached specification.
- 10. Additional project specific guidance for MPAs can be found on the Department's website: <u>https://www.fdot.gov/construction/material-price-adjustment</u>

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

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

• Material Price Adjustment Steel – MPAS

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

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at <u>Ashley.Anderson@dot.state.fl.us</u>.

TL/aa

www.fdot.gov

CONSENT AGENDA ITEM #5

MEMORANDUM

TO:	CFX Board Members
FROM:	Aneth Williams Will Director of Procurement
DATE:	April 17, 2024

SUBJECT: Approval of Supplemental Agreement No. 5 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension - Segment 2 Project No. 538-235, Contract No. 001648

Board approval of Supplemental Agreement No. 5 with G-A-I Consultants, Inc. in the amount of \$48,893.42 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional design services for survey and mapping activities.

Original Contract Supplemental Agreement No. 1 Supplemental Agreement No. 2 Supplemental Agreement No. 3 Supplemental Agreement No. 4 Supplemental Agreement No. 5 Total

\$6	,200,000.00)
\$	0.00)
\$	181,312.90)
\$	326,459.01	
\$	124,837.80)
<u>\$</u>	48,893.42)
\$6	,881,503.13	;

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

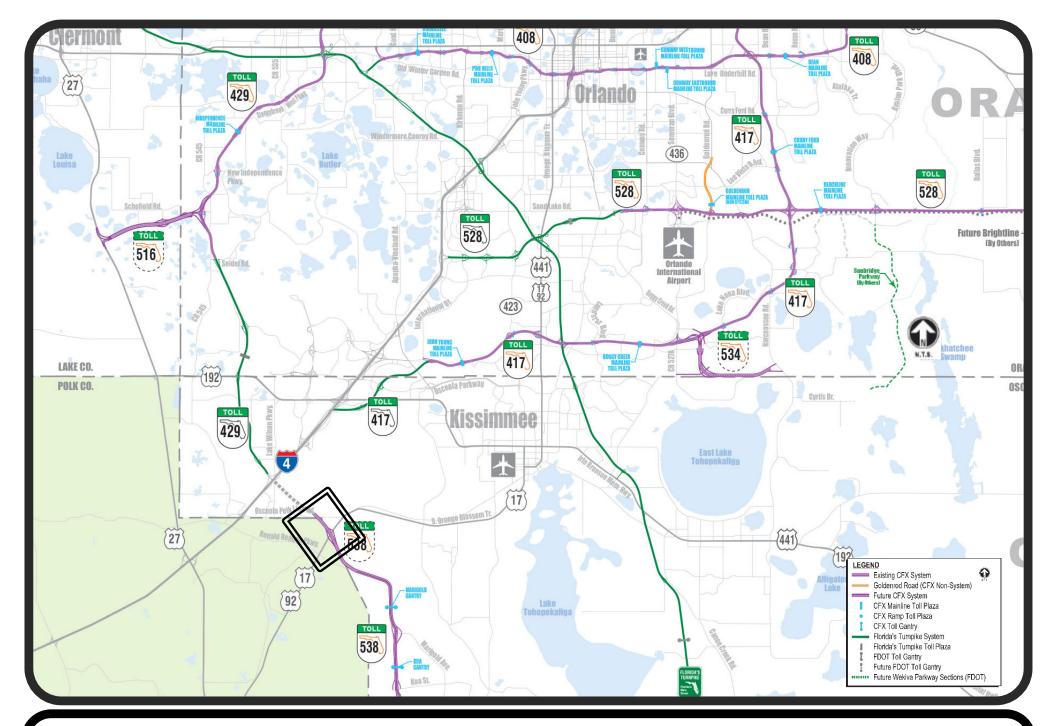
Reviewed by: L

Dana Chester, PE Director of Engineering

Glenn Pressimone, P.E.

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





Project Location Map for Poinciana Parkway Extension Segment 2 (538-235)

SUPPLEMENTAL AGREEMENT NO. 5

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>9th</u> day of <u>May</u>, 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 G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated March 10, 2022, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated December 8, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated December 14, 2023 (collectively, "Agreement"); and

Contract No. 001648

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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's January 18, 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 remains unchanged at \$4,174,011.82.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$48,893.42 to \$2,707,491.31 as follows:
 - •WBQ \$48,893.42
 - d. The Allowance remains unchanged at \$0.00.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$48,893.42 to \$6,881,503.13.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Print Name: Aneth Williams

Title: Director of Procurement

G-A-I CONSULTANTS, INC.

By:_____

Print Name: _____

Title:

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

By:_____

Print Name: Jo O. Thacker

Title: _____



MEMORANDUM

Date:	March 13, 2024		
То:	Dana Chester, PE CFX Director of Engineering		
From:	Carnot W. Evans, PE		
Subject:	Design Consultant Services - Contract 001648 CFX Project No. 538-235 Curcon SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2) Supplemental Agreement No. 5		

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on January 18, 2024 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for survey and mapping activities requested by CFX that were not included in the original scope of services.

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

\$ 0.00	Total Additional Fee for GAI as Prime
\$ 48,893.42	Total Additional Subconsultant Fees
\$ 48,893.42	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$48,893.42.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry File



Exhibit "A" Orlando Office 618 East South Street Suite 700 Orlando, Florida 32801

Date: January 18, 2024

Project: SR 538 Extension (Segment 2)

Dana Chester, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92 Request for SA 5 CFX 538-235 (Contract No. 001648)

Dear Mr. Chester,

Enclosed you will find a request for SA 5 on the above referenced project.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely, GAI Consultants, Inc.

Steve Boylan, P.E. Project Manager

Direct: 321-319-3071 Mobile: 321-354-5661 s.boylan@gaiconsultants.com

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 538 EXTENSION (Segment 2) FROM Osceola Polk Line Road (CR 532) to Orange Blossom Trail (US 17/92)

Supplemental Agreement #5

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

January 18, 2024

SCOPE OF SERVICES: The services for this supplemental agreement include:

Mapping and Sketch/Descriptions for:

- o 50' Duke R/W
- o Nextera Esmt
- o Ivy Mist Lane
- 50' Dedicated R/W Revisions
- Miscellaneous parcel stakes and feature locations as requested

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 the original Scope of Services.

Tab 27: Survey

• Miscellaneous parcel stakes and feature locations as requested.

Tab 29: Mapping

- Revise Parcels as required for 50' Duke R/W (5); Nextera Esmt (1); Ivy Mist Lane and 50' Dedicated R/W Revisions (3); additional (6) revisions
- Revise Key Sheet as required for 50' Duke R/W; Nextera Esmt; Ivy Mist Lane, 50' Dedicated R/W; and additional revisions
- Revise Parcel Sketches as required for 50' Duke R/W (5); Nextera Esmt (1); Ivy Mist Lane, 50' Dedicated R/W Revisions (3) and 6 additional revisions
- Revise Legal Descriptions as required for 50' Duke R/W (5); Nextera Esmt (1); Ivy Mist Lane, 50' Dedicated R/W Revisions (3) and (6) additional revisions

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>14th</u> day of <u>December</u>, 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 G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated March 10, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated December 8, 2022 (collectively, "Agreement"); and

Contract No. 001648

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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's October 14, 2023 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$119,424.85 to \$4,174,011.82.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$40,136.30 to \$2,658,597.89 as follows:

• TEDS	\$13,321.94
●Tierra	\$19,184.38
• WBQ	\$7,629.98

d. The Allowance is adjusted downward by \$34,723.35 to \$0.00.

Contract No. 001648

- e. The Total Maximum Limiting Amount is adjusted upward by \$124,837.80 to \$6,832,609.71.
- 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

Will By:

Print Name: Aneth Williams

G-A-I CONSULTANTS, INC.

By:

Print Name: <u>Kevin Leadbetter</u>

Title: _____ Sr. Vice President

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

By: Laura Newlin Kelly

Print Name: Laura Newlin Kelly

Title: ______Associate General Counsel

Dewberry

MEMORANDUM

Date:	October 16, 2023		
То:	Dana Chester, PE CFX Director of Engineering		
From:	Carnot W. Evans, PE CWC		
Subject:	Design Consultant Services - Contract 001648		
	CFX Project No. 538-235		
	SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)		
	Supplemental Agreement No. 4		

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on October 14, 2023 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for revised drainage design resulting from cooperation with an adjacent development, changes to the drainage design along US 17/92 to accommodate utilities, changes to power service locations to conform to CFX requests, additional driveway to properties east of the corridor, revised drainage design to reduce SFWMD impacts, additional design plans set for early works for the project, and ITS equipment not included in the original scope of services.

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

\$ 119,424.85	Total Additional Fee for GAI as Prime
\$ 40,136.30	Total Additional Subconsultant Fees
\$ 159,561.15	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$159,561.15.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry File



Orlando Office 618 East South Street Suite 700 Orlando, Florida 32801

Date: October 14, 2023

Project: SR 538 Extension (Segment 2)

Dana Chester, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92 Request for SA 4 CFX 538-235 (Contract No. 001648)

Dear Mr. Chester,

Enclosed you will find a request for SA 4 on the above referenced project.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely, GAI Consultants, Inc.

Steve Boylan, P.E. Project Manager

Direct: 321-319-3071 Mobile: 321-354-5661 s.boylan@gaiconsultants.com

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 538 EXTENSION (Segment 2) FROM Osceola Polk Line Road (CR 532) to Orange Blossom Trail (US 17/92)

Supplemental #4

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

October 14, 2023

SCOPE OF SERVICES: The services for this supplemental agreement include:

- a. The project schedule has been extended beyond the current end date of March of 2023. We anticipate extending this schedule an additional 8 months beyond this date.
- b. Incorporation of a crushed concrete driveway to create access for local residents.
- c. Revisions to shared use pathways (alignment and drainage) to avoid utility poles.
- d. Revisions to drainage to avoid utility poles.
- e. Pond 100 Regrading: Analysis and production of regrading Pond 100 to align with future adjacent development.
- f. Pond 300 Site Alternatives: Explore two other pond site alternatives for Pond 300 that will also treat parts of 535-235 project. Note that currently the Pond 300 does not take on any stormwater from the 535-234 project.
- g. Incorporate portions of the March 2023 ITS Design Standards into the ITS Plans per comments provided at 100% plans review.
- h. Updating the tolling conduit routing, fiber pull boxes, and fiber manholes around the ramp toll plazas per new guidance provided by CFX tolls at 100% plans review.
- i. Move ITS Service Points and Lighting Load Centers to within CFX limited access right of way.
 - o Lighting Load Center A
 - Lighting Load Center B
 - ITS EPS 538-2.7 EB
- j. Pond 300 Site Relocation:
 - Relocate Pond 300 to the southeast quadrant of US 17/92 and SR 538
 - o Reroute all Basin 300 conveyance system to new Pond 300 Site
- k. Develop separate plan set for clearing and grubbing in utility corridors

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 the original Scope of Services.

Tab 3: Project General Tasks

- a. Extend contract by 8 months. Includes increase in contract maintenance and project manager meetings.
- b. Review specificatons package for clear and grub plans package
- c. Electronically sign/seal clear and grub plans package

Tab 4 and 5: Roadway Analysis and Plans

- a. Design of crushed concrete driveway. Includes plan and cross section revisions
- b. Adjustments to shared use path to avoid utility conflicts
- c. Develop clear and grub plans package
- d. Develop quantities for clear and grub plans package

Tab 6a and 6b: Drainage Analysis and Plans

- a. Pond 100 Regrading: Analysis updates include minor changes to stage areas, inflow structures, control structures, nutrient removal, curve numbers, and ICPR modeling. Plan updates include changes to drainage maps, pond detail sheets, drainage structure sections, and pond cross sections.
- b. Pond 300 Site Alternatives: Prepare a brief memo/e-mail summarizing the findings of the two additional pond site alternatives. Analysis will assume that Pond 300 will now account for runoff from the 535-235 project. Desktop data collection will involve using USDA Web Soil Survey for SHWT estimation and NOAA LiDAR for existing elevations.
- c. Adjustments to shared use path to avoid utility conflicts.
- d. Update Basin 300 area and characteristics.
- e. Pond 300 Calculations (Pre vs. Post, max stage, permanent pool volume, nutrient Loading,
- f. Reconfigure conveyance system to outfall new Pond 300 location
- g. Update Storm Tabs
- h. Update ditch calculations along Ramp E and F
- i. Update Drainage Documentation
- j. Update Permit Documentation
- k. Update Drainage Maps for Pond 300 location, basin data, labeling for any added drainage structures, and inlet areas
- 1. Update Summary of Drainage Structures due to new pipe orientation and any added drainage structures
- m. Update drainage structure flowlines and pipe orientation
- n. Cut new Pond 300 Detail sheet
- o. Update Drainage Details for Pond 300 outfall structure
- p. Update erosion and control plans (includes hours for updating Dredge and Fill Sketches)

Tab 23 and 24: Lighting Analysis and Plans

- A. Lighting Analysis
 - Update voltage drop calculations for Load Center A and B due to relocation.
 - Update short circuit current calculations
 - Update arc flash calculations

B. Lighting Plans

- Update location of Load Center A and B to shift within CFX right of way.
- Update service lateral and feeder runs to new load center locations
- Update conduit, service wire, and pull box quantities.
- Update arc flash table values

Tab 29: Mapping

- a. Topo file reference as required for Pond 900 relocation
- b. Revise Parcels for Pond 300 relocation
- c. Revise R/W for Pond 300 relocation
- d. Update limits of construction
- e. Revies R/W Map Key sheet
- f. Revise detail sheets for Pond 300 Relocation
- g. Revise tab Sheets for Pond 300 relocation
- h. Revise parcel sketches as required for Pond 300 relocation (206, 207, 119, 120, 117C)
- i. Revise legal descriptions for Pond 300 relocatoion (206, 207, 119, 120, 117C)

Tab 33 and 34: ITS Analysis and Plans

- A. Intelligent Transportation System Analysis
 - Update ITS design files for revised conduit routing, fiber pull boxes, and fiber manholes around the ramp toll plazas per new guidance provided by CFX tolls.
 - Update location EPS 538-2.7 EB to shift within CFX right of way.
 - Update service lateral and feeder runs to new load center locations
 - Update conduit, service wire, and pull box quantities.
 - Update arc flash table values

B. Intelligent Transportation System Plans

- Update three ITS detail sheets to March 2023 standard.
- Update ITS plan sheets for revised conduit routing, fiber pull boxes, and fiber manholes around the ramp toll plazas per new guidance provided by CFX tolls.
- Update voltage drop calculations for EPS 538-2.7 EB
- Update short circuit current calculations
- Update arc flash calculations

Tab 35: Geotechnical

- a. Geotechnical analysis for additional pond site
- b. Cross section data for additional pond site
- c. Additional 100LF of borings

SUPPLEMENTAL AGREEMENT NO. 3

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>8th</u> day of <u>December</u>, 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 G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated March 10, 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

Contract 001648

Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's October 20, 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 \$245,793.97 to \$4,054,586.97.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$80,665.04 to \$2,618,461.59 as follows:

• TEDS	\$58,258.35
•Bentley	\$22,406.69

- d. The Allowance remains unchanged at \$34,723.35.
- e. The Total Maximum Limiting Amount is adjusted upward by \$326,459.01 to \$6,707,771.91.
- 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

Contract 001648

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: 2022.12.14 16:21:29-05'00' Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

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

By:_____

Diego "Woody" Rodriguez

General Counsel

Dewberry

MEMORANDUM

Date:	November 3, 2022	
То:	Dana Chester, PE CFX Director of Engineering	
From:	Carnot W. Evans, PE CWC	
Subject:	Design Consultant Services - Contract 001648	
	CFX Project No. 538-235	
	SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)	
	Supplemental Agreement No. 3	

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on October 20, 2022 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for revised drainage design resulting from comments from SFWMD, addition of the screen wall, changes to the DDI geometry, changes to lighting design to conform to FDOT requests, revised tolling standards, and ITS equipment not included in the original scope of services.

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

\$ 245,793.97	Total Additional Fee for GAI as Prime
\$ 80,665.04	Total Additional Subconsultant Fees
\$ 326,459.01	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$326,459.01.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry File

Exhibit "A"



Orlando Office 618 East South Street Suite 700 Orlando, Florida 32801 Project No. 538-235 Contract No. 001648 T 407.423.8398 F 407.843.1070

Date: October 20, 2022

Project: SR 538 Extension (Segment 2)

Dana Chester, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92 Request for SA 3 CFX 538-235 (Contract No. 001648)

Dear Mr. Chester,

Enclosed you will find a request for SA 3 on the above referenced project. This request is for the modifications to the DDI configuration, drainage redesign to accommodate new SFWMD requirements, structural modifications for the additions of a noise wall/visual screen, update to the tolling design due to the new CFX criteria, and contract maintenance for the extended project schedule

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely, GAI Consultants, Inc.

Mark a Duren

Mark A. Owen, P.E. Project Manager

Direct: 321-319-3121 Mobile: 407-451-0454 m.owen@gaiconsultants.com Exhibit "A"

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 538 EXTENSION (Segment 2) FROM Osceola Polk Line Road (CR 532) to Orange Blossom Trail (US 17/92)

Supplemental #3

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

September 27, 2022

SCOPE OF SERCIVES: The services for this supplemental agreement include:

- a. The project schedule has been extended beyond the original end date of December of 2021. With a new end date of March 2023, it increases the contract date by 15 months.
- b. Modifications to the DDI after the 90% submittal to remove the acceleration lanes. This requires revised horizontal and vertical geometry and detailing at the ramp connections.
- c. Modifications to the drainage design to include the additional 50% treatment as requested by SFWMD in the RAI.
- d. Structural modifications to the ramp bridge to accommodate the visual/noise wall. Redesign of the structures impacted by the DDI modifications.
- e. Bentley's toll design will be impacted by the new tolling criteria.
- f. ITS modifications include incorporating smart meters at all CFX ITS power services, and revise details for conduit and fiber for tolling based on new Tolling criteria.

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 the original Scope of Services.

Tab 3: Project General Tasks

a. Extend contract by 15 months. Includes increase in contract maintenance and project manager meetings.

Tab 4 and 5: Roadway Analysis and Plans

- a. Roadway redesign to remove the acceleration lanes from the DDI. This includes new horizontal and vertical geometry for Ramps D2 and F2.
- b. Revise the detailing sheets for the DDI modification such as the ramp terminal details, back of sidewalk profiles, transition details and intersection island details.
- c. Revised cross sections for the DDI modifications.
- d. Other minor plan revisions to show the new DDI configuration in the typical sections, drainage maps, MOT plans, utility adjustment sheets, etc.
- e. Design and plan modifications for the addition of the noise wall / visual barrier.

Tab 6a and 6b: Drainage Analysis and Plans

- a. Pond redesign due to 150% treatment volume requirement: All 4 ponds need to be redesigned to meet SFWMD new treatment volume criteria for basins within the Lake Okeechobee Basin Management Action Plan (BMAP). Analysis updates include changes to stage areas, orifices, control structures, nutrient removal, curve numbers, level spreaders, and ICPR modeling. Plan updates include changes to drainage maps, pond detail sheets, control structure detail, and pond cross sections. Updates are needed the Dredge & Fill Sketches to incorporate the new wetland impact limits.
- b. SFWMD RAI comment regarding erosion control sheets: GAI will prepare erosion control detail sheets to satisfy the RAI. These detail sheets are not erosion control plan sheets, only typical details regarding placement of BMPs.
- c. DDI Updates: Drainage updates include shifting 20 drainage structures horizontally and/or vertically to align with new layout. Analysis updates include updating storm tabulations, spread

calculations, and ditch calculations. Plan updates include labeling on drainage maps and plan sheets, summary of drainage structures, drainage structure sections, and roadway cross sections (for ditches only).

Tab 7: Environmental Permits and Clearances

a. Pond redesign due to 150% treatment volume: Support Dredge and Fill exhibit updates along with updates to the wetland impact tables.

Tab 9, 13, 17, 18: GAI Structures

- a. SR 538 WB on ramp bridge over Old Tampa Highway Noise wall update: Redesigned overhang as 10.5" thick, checked all beams for thicker overhang and add noise wall, updated beam camber tables, updated beam load ratings, updated pedestal and substructure elevations, updated substructure runs and pile loads, updated quantities and updated following sheets; Summary of Quantities, Plan & Elevation, Typical Section, Foundation Data Table, End Bent 1, End Bent 2, End Bent Details Sheets, Finish Grade Elevations 1 of 2, Superstructure Plan, Superstructure Details Sheets, Reinforcing Bar List Superstructure, and Wall 2A and 4 Elevation Sheets
- b. Mast Arm updates: Redesign mast arms due to DDI geometry changes.
- c. Sign Structure updates: OC-1 was relocated due to 90% comment, OC-3 thru OC-6 were updated due to DDI geometry changes and 90% comments. OC-2 cantilever sign required special column design.
- d. CSX Coordination: Coordination with CSX on the wall failure mode and sketches. Removed bridge fencing per CFX comment and added back per CSX comment for bridges 1 thru 3.

Tab 18, 18.31a and 31T: Bentley Tolling Modifications

a. Effort needed to revise the design and plans to incorporate the CFX Toll Facility Design Criteria, Detailing and Plans Preparation standards changes for toll facility general notes, toll site layout, toll facility site and concrete pavement details, electrical plans, toll equipment details, and toll gantry modifications received after the project was placed on hold.

Tab 19 and 20: Signing and Marking Analysis and Plans

- a. US 17/92 Ramp modifications: Update pavement marking for the changes along the DDI and SR 538 ramps.
- b. Sign Structure updates: OC-1 relocation due to 90% comments, OT-1 and OT-2 were relocated with minor adjustments due to both 90% comments and changes to the DDI configuration.

Tab 21 and 22: Signal Analysis and Plans

a. Redesigned mast arms, detection systems, and pedestrian facilities, to adhere to the redesigned DDI requirements. Updated vehicle signal layouts and pole elevations, updated quantities, and updated the Summary of Quantities sheets, Plan Sheets, Mast Arm Tabulation, Ped Location Details, and Detection Details.

Tab 23 and 24: Roadway Lighting Analysis and Plans

- a. Update power design to accommodate a load center for each D1 and D5 maintenance limits.
- b. Update photometrics through interchange based on roadway geometry changes.

- c. Additional progress meetings required due to extension in schedule.
- d. Performing an additional arc flash calculation for a new load center
- e. Update design and labels for new power design and adjusted pole locations.
- f. Update lighting plans to show detail/power information sheets for a new load center.
- g. Updating plans based on new standards released in 2022.

Tab 33 and 34: ITS Analysis and Plans

- a. Add smart meters to four ITS power services.
- b. Update the ITS Plans to show smart meters and to show fiber connections to the smart meters from nearby local hub.
- c. Develop new cabinet and wiring diagrams for smart meters.
- d. Update splicing diagrams to show smart meter fiber connections.
- e. Modify power service details and power service assembly details to show smart meters.
- f. Develop detail for static CCTV verification camera attached to FDOT-standard aluminum break-away post and modify ITS Plans to show the camera and pole.
- g. Revise details for conduit and fiber run to tolling points based on new CFX tolling standards.
- h. Perform supervision, quality assurance/quality control, and coordination activities required to complete the design.
- i. Update ITS quantities to account for changes in design.
- j. Update power design to account for design changes.
- k. Attend six additional progress meetings required due to extension in schedule.
- 1. Coordinate smart meter monitoring requirements with CFX.

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>10th</u> day of <u>March</u>, 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 G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 16, 2021 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 4, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by 141,780.55 to\$3,808,793.00.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$39,532.35 to \$2,537,796.55 as follows:
 - TEDS \$39,532.35
 - d. The Allowance remains unchanged at \$34,723.35.
 - e. The Total Maximum Limiting Amount is adjusted upward by 181,312.90
 \$6,381,312.90.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

amendments thereto, the provisions of this Supplemental Agreement, to the extent

such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be

executed, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

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

By: <u>Laura Newlin Kelly</u> for

Diego "Woody" Rodriguez General Counsel

Dewberry[•]

MEMORANDUM

Date:	February 17, 2022	
То:	Will Hawthorne, PE CFX Director of Engineering	
From:	Carnot W. Evans, PE CWC	
Subject:	Design Consultant Services - Contract 001648 CFX Project No. 538-235 SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2) Supplemental Agreement No. 2	

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on February 4, 2022 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for revised drainage design and revised limits of the project along US 17/92 and SR 538 not included in the original scope of services.

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

\$	141,780.55	Total Additional Fee for GAI as Prime
<u>\$</u>	39,532.35	Total Additional Subconsultant Fees
\$	181,312.90	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$181,312.90.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry File



Exhibit "A" Orlando Office 618 East South Street Suite 700 Orlando, Florida 32801

Date: February 4, 2022

Project: SR 538 Extension (Segment 2)

Will Hawthorne, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92 Request for SA 2 CFX 538-235 (Contract No. 001648)

Dear Mr. Hawthorne,

Enclosed you will find a request for SA 2 on the above referenced project. This request is for the additional drainage/pond redesigns, traffic modeling to support the Interchange/ICE analysis, additional box culvert for FDOT District One and miscellaneous scope changes to ITS and lighting. This request is for both GAI and TEDS.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions, or require additional information, please do not hesitate to contact me.

Please note that Kevin Leadbetter will be executing all contract documents on behalf of GAI. Kevin's information is included on Sunbiz.

Sincerely, GAI Consultants, Inc.

Mark a Duncos

Mark A. Owen, P.E. Project Manager

Direct: 321-319-3121 Mobile: 407-451-0454 m.owen@gaiconsultants.com

SR 538 (Poinciana Pkwy) Segment 2 Contract No. 538-235

Supplemental Amendment No 2

Scope of Services: The following Scope of Services is proposed for additional services on the roadway, drainage, structures, traffic, lighting, and ITS design.

Tabs: Description of Design Change or Additional Services

- 6a, 6b, 8 Redesign of the stormwater ponds: The original design was based on the approved Pond Site Report. Based on the availability of remnant parcels, the pond sites were moved, which required a redesign of the pond systems. Once complete, it was determined that a new parcel east of the G5 Church property had become available, which required an additional redesign of the pond system. Please note that the survey and geotechnical effort for these changes was included in Supplemental Agreement No. 1.
- 5, 6a, 6b, 8 Modifications due to the matchline shift between the design segments: Due to deep muck issues, the bridge structure on the adjacent segment of SR 538 was shifted, which required modifications to the plans, profile grades and cross sections. Along with the mainline and ramp profile grade modifications, it was determined that the drainage from the adjacent segment could no longer be routed to the G5 pond. This required a redesign of the G5 pond.
- 6a, 6b, 9, 18 Additional box culverts on US 17/92: During the design phase, a new box culvert was identified on US 17/92 which required extension. GAI will provide the structural design of the box culvert, including associated drainage design and coordination with FDOT District One. This includes two additional BHR reports required by FDOT District Five
- 19 Traffic analysis: To receive approval from FDOT District 5 for the DDI interchange configuration, it required the design team to provide additional traffic modeling, signal warrant analysis and ICE analysis.
- 23, 24 Lighting plans: In the original proposal, the lighting design was based on a project length of 6500 feet. The actual project length is 9520 feet, which is an increase of approximately 50% from the original estimate. This required an increase in lighting design and sheet counts.
- 33, 34 ITS design: After completion of the 60% plans, it was determined that additional ITS design and details were necessary. This included new ITS details, extensive coordination with Duke transmission for ADMS placement, incorporation of some new standards, and redesign to share power services with the adjacent Project # 538-234 (WGI Prime).

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>16th</u> day of <u>July</u>, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of GAI CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 11, 2020 ("Agreement"); and

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

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 28, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs remain unchanged at \$3,667,012.45.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$0.00.
 - c. The Subcontract Items are adjusted upward by \$400,061.14 to \$2,498,264.20 to include the following:

• Tierra	\$189,171.14
• WBQ	\$155,825.16
•Maser	\$55,064.84

d. The Allowance is adjusted downwards by \$400,061.14 to \$34,723.35.

- e. The Total Maximum Limiting Amount remains unchanged at \$6,200,000.00.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be

executed, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

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

Laura N. Kelly, Associate General By:Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.07.19 15:54:55 -04'00'

Diego "Woody" Rodriguez

General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND GAI CONSULTANT, INC.

POINCIANA PARKWAY EXTENSION SEGMENT 2

CONTRACT NO. 001648, PROJECT 538-235

CONTRACT DATE: JUNE 11, 2020 CONTRACT AMOUNT: \$6,200,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

POINCIANA PARKWAY EXTENSION SEGMENT 2 PROJECT 538-235

DESIGN SERVICES

CONTRACT NO. 001648

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of June 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and <u>GAI Consultants, Inc.</u>, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at <u>618 E South St., Suite 700, Orlando, FL 32801</u>.

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 <u>Poinciana Parkway Extension Segment 2</u> identified as Project 538-235 and Contract No. 001648.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

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

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

The approved subconsultants are:

Bentley Architects and Engineers, Inc. Class IBrindley Pieters and Associates, Inc. Class IMaser Consulting P.A. Class IMaser Consulting P.A. (Survey) Class IITraffic Engineering Data Solutions, Inc. Class ITierra, Inc. Class IIWBQ Design & Engineering, Inc. Class I and (Survey) Class II

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of <u>6,200,000.00</u> 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 <u>618 E South St., Suite 700, Orlando, FL 32801</u>

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 contract, the contract, the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

8.0. COMPLIANCE WITH LAWS

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

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of

that statute are not otherwise applicable to the matters as set forth herein.

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

<u>No Contingent Fees.</u> 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:	<u>GAI Consultants, Inc.</u> 618 E South St., Suite 700 Orlando, FL 32801 Attn: <u>Mark Owen, P.E.</u>
	GAI Consultants, Inc. 618 E South St., Suite 700 Orlando, FL 32801 Attn: Scott Bear, P.E.

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart Exhibit "E", Project Location Map [Note: Attach if applicable] Exhibit "F", Project Schedule [Note: Attach if applicable] Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project 538-235 Contract No. 001648

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on June 11, 2020.

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GAI CONSULTANTS, INC.	CENTRAL FLORIDA		
	EXPRESSWAY AUTHORITY		
BY: Authorized Signature	BY: Aneth Williams Digitally signed by Aneth Williams Director of Procurement		
Print Name: Kevin Leadbetter, PE	Print Name:		
Title: Sr. Vice President	Effective Date:		
ATTEST: Amy Inampson For Notary Secretary or Notary Secretary or Notary AMY ELIZABETH THOMPSON-KING Notary Public - State of Florida Commission # FF 975547 My Comm. Expires Jul 14, 2020 Bonded through National Notary Assn			
Approved as to form and execution, only.			
Diego "Woody" Digitally signed by Diego			

Rodriguez

"Woody" Rodriguez Date: 2020.07.09 16:13:12 -04'00'

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 538 EXTENSION (Segment 2) FROM Osceola Polk Line Road (CR 532) to Orange Blossom Trail (US 17/92)

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 20, 2020

Exhibit A SCOPE OF SERVICES

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1.0 GENERAL

- 1.1 Location
 - A. See EXHIBIT "E", Project Location Map.
- **1.2** Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 538 extension from Osceola Polk Line Road (CR 532) to Orange Blossom Trail (SR 600, US 17/92). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between CR 532 and US 17/92, interchange ramps to/from CR 532 and US 17/92 (to/from the north only), and widening US 17/92 to sufficiently accommodate the proposed interchange. This project will include construction of new bridge structures for the SR 538 main line and interchange ramps over CSX RR, Old Tampa Highway, and US 17/92, and new toll collection facilities for the ramps to/from CR 532. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, right-of-way mapping, scheduling and project control, progress reporting and other tasks and associated activities.

- 1.3 Purpose
 - A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 538 extension from CR 532 to US 17/92.
 - B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
 - C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
 - D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.
- 1.4 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.
- **1.5** Term of Agreement for Design Services
 - A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
 - B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
 - 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
 - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 - 2. The FDOT Standard Plans
 - 3. The FDOT Design Manual,
 - 4. The FDOT Basis of Estimates Handbook
 - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
 - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
 - 7. CFX Design Guidelines 2020 Edition

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

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

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/
	MAINLINE	RAMPS	COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft. Right Left	4-Lane 14 (12 paved) 14 (12 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4* paved) 2 (2 paved)
			* min. 5' paved
Right Left	6-Lane 14 (12 paved) 14 (12 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 Left Shoulder Right Shoulder	2% typ. (no break) Match Mainline Match Mainline	5% 6%	5% 6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft.	64' (typical)	N/A	22' or 40'
(E.O.P./E.O.P.)	26' (with barrier)		
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. $(3^{\circ} \text{divergence})$

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.
- **3.3** Bridge and Other Structures
 - A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

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

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 538 extension from CR 532 (Station XXX +/-) to just south of the US 17/92 bridge (Station XXX +/-). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between CR 532 and US 17/92, interchange ramps to/from CR 532 and US 17/92 (to/from the north only), and widening US 17/92 to sufficiently accommodate the proposed interchange. This project will include construction of new bridge structures for the SR 538 main line and interchange ramps over CSX RR, Old Tampa Highway, and US 17/92, and new toll collection facilities for the ramps to/from CR 532. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

- **4.2** Governmental Agencies
 - A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP, FAA, and applicable Water Management District(s).
- **4.3** Preliminary Design Report Review
 - A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

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

- B. Preliminary Design Report (PDR) Review: Brief report addressing the following items at a minimum:
 - 1. Horizontal alignment of SR 538 and US 17/92
 - 2. Vertical alignment of SR 538 and US 17/92
 - 3. Potential wall locations along SR 538
 - 4. Pavement analysis
 - 5. Hydroplaning Analysis
 - 6. Drainage pond locations
 - 7. Utility relocations
- **4.4** Surveys and Mapping
 - A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

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

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

The Authority will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines all work performed by the Authority or its designee.

The Authority has performed a Project Network Control Survey and documented the location and values at approximately one-half mile intervals. The Consultant shall supplement this information with additional points as necessary to meet project requirements.

- B. Alignment
 - 1. Establish Survey Centerline by establishing the tangent lines of

existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

- 2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
- C. Reference Points
 - 1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
 - 2. Show obstructions where alternate references are set.
- D. Bench Levels
 - 1. The Consultant shall establish new benchmarks at 1000' intervals along SR528, US17/92, and CR532alignments, using stable points.
 - 2. The Bench Run will be based on closures between established benchmarks provided by the Authority.
- E. Topography
 - 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
 - 2. CFX to supply Cross-sections at 1000' intervals along the mainline to verify DTM.
 - 3. 12.78 acres of off pavement topographic survey to fill in obscure areas of DTM based on GEC provided LiDAR Survey. Southern limit is Sta 104+00.
- F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys (N/A)

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

I. Bridge Survey (N/A)

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. New right-of-way is anticipated.

M. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

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

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

Locates needed to support Geotechnical Investigation shall be coordinated as follows:

- 1. Geotech submits boring location plan to EOR as pdf and kmz
- 2. EOR identifies potential conflicts based on survey/SUE and sends BLP (pdf & kmz) and any conflicts to GEC PM

- 3. GEC PM provides list of conflicts and kmz of all soil borings to GSC for review
- 4. GSC to confirm potential conflicts and respond to EOR and GEC & CFX PMs
- 5. EOR or their designee to coordinate directly with CFX FON Locate Technician for field locates. Only areas of potential conflict will be located.
- 6. Locate schedule to be agreed upon by CFX FON Locate Technician, Geotech, Survey/SUE, and EOR
- 7. Sunshine One Call tickets submitted by EOR
- 8. CFX to respond with "8 Unmarked Ongoing Project"
- **4.5** Geotechnical Investigation
 - A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
 - B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
 - C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, -, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
 - D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
 - E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
 - F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water

table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.
- **4.6** Contamination Impact Analysis
 - A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
 - B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
 - C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.
- **4.7** Pavement Design
 - A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
 - B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- **4.8** Governmental Agency and Public Meetings
 - A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
 - B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
 - 8. Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
 - 9. Provide all permit application material in .pdf format.
 - 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
 - 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
 - 12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

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

- B. Utility Coordination
 - 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
 - 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
 - 3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
 - 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
 - 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
 - 6. The Consultant shall obtain utility work schedules from the utility

companies for all utility relocation or adjustments required to accommodate construction.

- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
- 8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.
- 4.11 Roadway Design
 - A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to the Authority for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.
 - B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
 - C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1"=50' scale)
 - 9. Interchange layout plans
 - 10. Ramp Terminal Details

- 11. Crossroad plans and profiles (1" = 50" scale)
- 12. Cross-sections (with pattern plan) $(1^{"} = 20^{"} \text{ horiz.}) (1^{"} = 5^{"} \text{ vert.})$
 - a. Earthwork quantities
- 13. Traffic Control Sheets including Temporary Drainage
- 14. Utility Adjustment Sheets as deemed necessary
- 15. Details
- 16. Special provisions
- 17. Special specifications
- 4.12 Structures Design
 - A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
 - B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 - 1. Complete Bridge designs will be provided for all bridges.
 - 2. Retaining walls, including Critical Temporary walls
 - 3. Box Culverts
 - 4. Approach slabs
 - 5. Details
 - 6. Summary quantity tables
 - 7. Special provisions and specifications
 - 8. Stage construction-sequencing details
 - 9. Sign\Signal structures:
 - 10. Noise walls (Locations to be determined)
 - 11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating

Analysis packages shall be submitted for their review and approval.

- 4.13 Drainage Design
 - A. As part of the drainage design requirements, the Consultant shall:
 - 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 - 2. Finalize the pond design at the 30% submittal.
 - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
 - 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 - 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 - 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 - 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 - 8. Prepare a pond siting report.
 - B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details
 - 3. Storm drain and culvert profiles and/or drainage cross-sections
 - 4. Lateral ditches/channels
 - 5. Outfall ditches/channels
 - 6. Retention/detention ponds/exfiltrationsystem
- 4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor to as LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1" =50' scale)
 - 7. Service point detail
 - 8. Special Details
- D. Perform an under-deck lighting analysis
- 4.15 Traffic Engineering
 - A. Traffic Data
 - 1. Traffic data will be furnished by the Authority.
 - 2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.
 - B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

system when developing the construction phases. Positive drainage must be maintained at all times.

- 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
- 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.
- **4.16** Signing and Pavement Marking Plans
 - A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. CFX will provide conceptual signing plans for the project as deemed necessary. (Include provisions for WWD requirements)
 - C. Plan sheets will be developed at a scale of $1^{"}=50^{"}$ ($11^{"}x17^{"}$ format).
- **4.17** Signalization Plans
 - A. Signal plans will be needed for the single-point interchange at US 17/92 and may be needed for the ramps at CR 532.
 - B. The Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - C. Plan sheets will be developed at a scale of $1^{"}=50^{"}$ ($11^{"}x17^{"}$ format).
- 4.18 Right-of-Way Surveys
 - A. Section Line Ties
 - 1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepare new Certified Corner

Record forms.

- 2. Perform all Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.
- B. Subdivision Ties/Property Line Ties
 - 1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.
 - 2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.
- C. Maintained R/W Survey (Not required)
- D. Mean High Water/Safe Upland Line Survey (Not Required)
 - 1. Perform a Safe Upland Line Survey for all locations where the facility crosses Sovereign Waters of the State of Florida.
- E. R/W Monumentation (Not required)
- F. Stake R/W Parcels (Not required)

At the completion of the Design and Right of Way Surveys, provide all field books, certified to the Authority, and copies of electronic files on CDROM, with certification attached.

4.19 Certified Right of Way Control Survey

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 22" x 34". The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code. These survey drawings shall be at a scale of 1 inch = 400 feet for a key map and a scale of 1 inch = 50 feet for detail sheets or at a scale acceptable to the Authority. The surveyor shall furnish the Authority with four (4) signed, sealed and certified copies of the above maps along with the original reproducible film copy and the CADD drawing files on disk.

The Consultant shall submit Right of Way Control Survey maps to the Authority for review at the following stages of completion, with data as specified.

- A. 30% Right of Way Control Survey (Key Maps)
 - 1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.
 - 2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.
 - 3. All Subdivision and Condominium boundaries with official names and recording information.
 - 4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.
 - 5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.
- B. 60% Right of Way Control Survey (Detail Sheets)
 - 1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.
 - 2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and

official name of each subdivision.

- 3. Key Maps with any revisions or corrections
- C. 90% Right of Way Control Survey
 - 1. All revisions required to support the complete Right of Way Mapping.
- D. 100% Right of Way Control Survey
 - 1. Signed and sealed copies and final CADD files
- E. Computer Mapping All survey maps will be prepared using CADD and all submittals will include:
 - 1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level.
 - 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

4.20 Right of Way Maps

Right of Way Map shall be accurate, legible, complete, plotted to a scale as directed by the Authority. Right of Way Maps, Parcel Sketches and Legal Land Descriptions shall be prepared under the direction of a Surveyor and Mapper licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes.

The Consultant shall be responsible for determining and justifying additional rights of way required by their design. The Consultant shall make every effort to minimize the limits of right of way acquisition through the creative use of existing right of way. Right of Way Maps shall be prepared by CADD. The Consultant shall be responsible for preparation of an abbreviated Right-of-Way Map for the project consisting of a Detail Sheet for the two parcels anticipated to be needed for the project. The Right-of-Way Control Survey Maps will be utilized as the background for the Right-of-Way Maps.

Right of Way Maps shall be plotted on 22" x 34" at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to the Authority. These scales should be adjusted appropriately to facilitate "uncluttered" mapping, depicting the necessary data without confusion to the users. Text size for mapping should not be smaller than 1/10".

The Consultant shall submit Map Sheets to the Authority for review at the following stages of completion, with data as specified:

- A. 90% Right of Way Maps
 - 1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.
 - 2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.
 - 3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on all sheets where the curves are shown.
 - 4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.
 - 5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.
 - 6. Limits of Construction consistent with Design Plans, including crosssections, drainage, mitigation, etc.
- B. 100% Right of Way Maps
 - 1. Completed Right of Way Maps revised in accordance with prior reviews.
 - 2. Map information agrees exactly with the Parcel Sketch and Legal Description.
- C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

- 1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level .
- 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.:

Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

- D. Title Search
 - 1. The Authority shall furnish the Consultant the Title Search Reports for parcels affected by the proposed right of way throughout the project.
- E. Parcel Sketches and Legal Descriptions
 - 1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Section 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:
 - 2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder
 - 3. Existing easements affecting the property
 - 4. Improvements, buildings
 - 5. Approximate areas of each taking and remainder
 - 6. North arrow and scale
 - 7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page
 - 8. Border with space for recording reserved at the upper right corner.
- F. Final Parcel Sketches and Legal Descriptions
 - 1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.16 & 7.18. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.
 - 2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.
 - 3. Parcel Sketches and Legal Descriptions will be prepared for County

and Municipality Right of Way. Parcel Sketches and Legal Descriptions will include:

- a. Boundary and dimensions of taking and remainder.
- b. Existing easements affecting the property.
- c. Improvements, buildings, with ties to taking line where within 25 feet.
- d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
- e. "SKETCH AND LEGAL DESCRIPTION", Project Number and Parcel Number prominently displayed at the top of the page.
- f. Areas of each taking and remainder.
- g. North arrow and scale.
- h. Border with space for recording reserved at the upper right corner.
- i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
- j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).
- k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.

Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

4.21 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.
- **4.22** Special Provisions and Specifications
 - A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.
- **4.23** Intelligent Transportation Systems (ITS)
 - A. Intelligent Transportation System Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals

50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard ITS details as necessary. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.

- 2. Intelligent Transportation System (ITS) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - 1. Connectivity with the FON backbone conduits
 - m. Fiber cable splice details for new or relocated fiber optic cabling.
 - n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
 - o. Power interconnect, voltage drop calculations to support conductor size and transformer size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified. A maximum electrical conductor size of #2 AWG wire shall be used at a maximum service voltage of 480V. The designer shall design the electrical system around a Single-Phase system.
 - p. Design Methodology Report shall include voltage drop calculation to determine wire size and to accurately reflect a voltage drop through a transformer, typical cabinet load summary table and CCTV sighting for proposed camera

locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.

- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, etc.) of the new roadway.
- x. Installation of data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.
- y. Installation of dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). Quantity of DMS sites to be determined with input from CFX and their representative.
- z. Installation of traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.
- aa. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.
- bb. Install new WWDS and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets at the following off-ramps:
 - SR 538 EB off ramp to US 17/92
 - SR 538 WB off ramp to CR 532
- 3. Upgrading other cabinet equipment as needed to meet current CFX

ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing ITS system through all phases of construction.
- f. Environmental conditions.
- g. Concurrent/future CFX projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls
- B. Splice and Cable Routing Details
 - 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
 - 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
 - 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.
- C. Maintenance of Fiber Operations
 - 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
 - 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
- D. Inside Plant Plans
 - 1. The Consultant shall be responsible for any data collection necessary

to complete its design.

- 2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
- 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.
- 4.24 Toll Gantry & Cabinets

Design and prepare plans for the gantries & toll cabinets as recommended for two ramp gantry locations. Plans and specifications shall include the following elements as needed to supplement CFX Standards & Specifications along with all other incidentals:

- A. Design of service cabinet, gantry, device layout, and FON patch panel, including all, structural, electrical and civil design.
- B. Concrete pavement design for the approach and exit to the gantry.
- C. Cost estimates based on lump sum pay items for Toll Facilities
- 4.25 Post-Design Services
 - A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
 - B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and A-33

CFX's CEI.

- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still

apply.

- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

- **5.1** Record Documents
 - A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
- **5.2** Traffic Data
 - A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed See Section 3.02, Geometry.
 - 6. AVI Percentages

- 5.3 Other
 - A. Utility designates for the FON and roadway lighting within CFX right-ofway.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

- 6.1 Right-of-Way Acquisition
 - A. CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.
 - B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.
 - C. The Authority will provide the required title search reports and updates.
- 6.2 Utility Agreements
 - A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.
- 6.3 Public Involvement
 - A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.
- 6.4 Contracts and Specifications Services
 - A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.
- 6.5 Post-Design Services
 - A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
 - B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.
- **6.6** Environmental Permits
 - A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from

the regulatory agencies.

- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- C. CFX will be responsible for all permitting application fees.
- 6.7 Conceptual Specialty Design
 - A. CFX will provide a conceptual major guide signing plan.
 - B. CFX to provide proposed sound wall locations.
 - C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

- 7.1 Central Florida Expressway Authority
 - A. CFX's Project Manager will administer the Consultant services detailed in this scope.
 - B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.
- 7.2 CFX's Project Manager will:
 - A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
 - B. Review the Consultant's billings.
 - C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
 - D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
 - E. Coordinate the distribution of public information.
 - F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
 - G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
 - H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.
- 7.3 Consultant
 - A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.
- 7.4 Project Control
 - A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work progresses.
 - 2. Identify progress against schedule for each identified work item.
 - 3. Forecast completion dates from current progress.
 - 4. Highlight rescheduled work in any area which is out of required sequence.
 - 5. Highlight rescheduling that has overloaded any physical area that

requires more resources than originally allocated.

- 6. Forecast future conflicts in any area.
- 7.5 Work Progress
 - A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.
- 7.6 Schedule
 - A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.
- 7.7 Project Related Correspondence
 - A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.
- 7.8 Quality Control
 - A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
 - B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.
- 7.9 Consultant Personnel
 - A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key

personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

- 7.10 Site Visit
 - A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.
- 7.11 Acceptability of the Work
 - A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.
- 7.12 Design Documentation
 - A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
 - B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
 - C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
 - D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

- 1. Field survey notes and computations.
- 2. Design criteria used for the project.
- 3. Geometric design calculations for horizontal alignment.
- 4. Vertical geometry calculations.
- 5. Drainage calculations
- 6. Structural design calculations.
- 7. Geotechnical report.
- 8. Hydraulics Report for each bridged stream crossing.
- 9. Earthwork calculations not included in the quantity computation booklet.
- 10. Calculations showing cost comparisons of various alternatives considered, if applicable
- 11. Computations of quantities.
- 12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
- 13. Lighting and voltage drop calculations.
- 14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.
- 7.13 Reviews and Submittals
 - A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
 - B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Design Report (Memorandum) (Electronic copies of all files in pdf format, and three (3) hard copy sets)
 - 2. 30% Roadway Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

- 3. 30% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
- 4. 60% Roadway and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
- 5. 60% Bridge Plans required only on Category 2 bridges.
- 6. 90% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
- 7. 90% Roadway and specifications (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
- 8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
- 9. Pre-Bid Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)
- 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

- 1. The reason for the delay.
- 2. The design components impacted.
- 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.
- 7.14 30% Roadway Plan Submittal
 - A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 - 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 - 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 - 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.

- e. Beginning and end stations (project and construction).
- f. Geometric dimensions.
- g. Proposed and existing limited access right-of-way lines.
- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- l. Drainage ponds are shown.
- 5. Cross Sections
 - a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions.
 - b. Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a. Striping layout.
 - b. Sign structure locations.
- 7.15 30% Bridge and Structural Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.
- 7.16 60% Roadway Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a. Project description and number shown.
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.

- d. Consultant and CFX sign-offincluded.
- e. Contract set index complete.
- f. Index of sheets updated.

2. Drainage Maps

- a. Flood data shown.
- b. Cross drains and storm sewer shown.
- c. Bridges shown with beginning and ending stations.
- d. Interchange supplemental sheets updated.
- 3. Typical Section Sheets
 - a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
- 4. Plan and Profile Sheets
 - a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.

5. Drainage Structures

- a. Drainage structures plotted and numbered.
- b. Station location and offsets identified.

6. Cross Sections

- a. Templates are shown at all stations.
- b. Limited access right-of-way lines are shown.
- c. Cross section pattern sheet included.
- d. Miscellaneous notes included.
- e. Boring profiles.
- 7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown.

- b. Profiles finalized.
- c. Coordinate data shown.
- d. Limited access right-of-way lines shown.
- e. Curve data shown.
- f. Bearings and bridges shown.
- g. Cross roads, frontage roads, and access roads shown.
- h. Intersection details shown.
- 8. Traffic Control Plans
- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. Selective Clearing and Grubbing (if required)
- 7.17 90 % Bridge and Structure Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.
- 7.18 90% Roadway Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
 - 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
 - 3. Typical Section Sheets
 - 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.

- d. Treatment for non-standard superelevation transitions diagramed.
- e. General notes shown.
- f. Special ditches profiled.
- 5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
- 6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
- 8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
 - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

CONSENT AGENDA ITEM #6

MEMORANDUM

TO

10:	CFX Board Members
FROM:	Aneth Williams Will Director of Procurement

DATE: March 24, 2023

SUBJECT: Approval of Supplemental Agreement No. 7 with Parsons Transportation Group, Inc. for SR 429 Widening from Florida's Turnpike to West Road Project No. 429-152, Contract No. 001395

Board approval of Supplemental Agreement No.7 with Parsons Transportation Group, Inc. in the amount of \$254,199.47 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes post design (PD) services associated with additions to the construction plans.

Original Contract	\$ 6,750,000.00
Supplemental Agreement No. 1	\$ 00.00
Supplemental Agreement No. 2	\$ 2,061,383.23
Supplemental Agreement No. 3	\$ 376,076.98
Supplemental Agreement No. 4	\$ 479,076.98
Supplemental Agreement No. 5 (PD)	\$ 1,377,030.10
Supplemental Agreement No. 6 (PD)	\$ 372,207.29
Supplemental Agreement No. 7 (PD)	\$ 254,199.47
Total	\$ 11,670,588.11

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

Reviewed by:

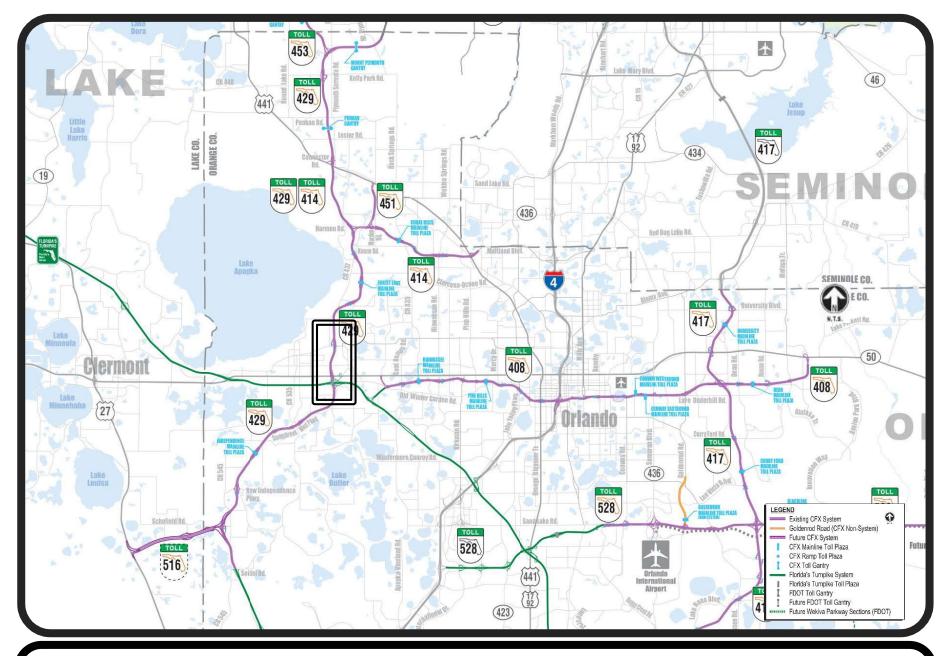
Dava Cath

Glenn Pressimone, PE

Dana Chester, PE Director of Engineering

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

www.cfxway.com



Project Location Map for SR 429 Widening from Florida's Turnpike to West Road (429-152)

Project 429-152 Contract 001395

SUPPLEMENTAL AGREEMENT NO. 7

ТО

AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 429-152) SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD

THIS SUPPLEMENTAL AGREEMENT NO. 7 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this <u>9th</u> day of <u>May</u>, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS TRANSPORTATION GROUP, INC., an Illinois Corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated November 8, 2018, and as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, and as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 15, 2020, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020, and as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated February 11, 2021, and as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 10, 2021, and as amended or supplemented by that certain Supplemental Agreement No. 6 between CFX and CONSULTANT dated April 13, 2023, (collectively, "Agreement"); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 429-152, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 11.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated February 27, 2024, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for

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Contract No. 001395

those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services is adjusted upward by \$254,199.47 to \$2,003,436.86.

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

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By:

 Print Name:
 Aneth Williams

 Title:
 Director of Procurement

PARSONS TRANSPORTATION 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:
 Jo O. Thacker

 Title:
 Outside Counsel



MEMORANDUM

Date:	March 18, 2024
То:	Dana Chester, PE CFX Director of Engineering
From:	Scott Kamien, PE SMK
Subject:	Design Consultant Services - Contract 001395 CFX Project No. 429-152 SR 429 Widening from FTE to West Road – Supplemental Agreement #7

Comments:

I have reviewed the Post Design fee sheet and scope of services submitted by Parsons Transportation Group provided via email dated February 27, 2024 for the SR 429 Widening from FTE to West Road. SA #7 is for additional Post Design Professional Services associated with additional revisions and RFI responses, including striping revisions, incorporating a translateral ITS line, toll plaza changes and structure revisions.

Supplemental Agreement #7 request is attached and costs are detailed below:

\$ 162,923.08	Parsons as Prime
\$ 91,276.39	Subconsultant Fees

\$ 254,199.47 Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$254,199.47.

Should you have questions or need additional information, please call me at 321.354.9798.

CC:

Keith Jackson, PE Dewberry File



201 E Pine Street, Suite 900 • Orlando, Florida 32801-2722 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

February 27, 2024

Mr. Dana Chester, P.E. Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

Re: SR 429 From South of Florida's Turnpike to West Road Contract 001395; Project 429-152 Post Design Supplemental Agreement (SA #7)

Dear Mr. Chester:

For your review and approval, please find one (1) signed copy of Supplemental Agreement No. 7 for post design services for the subject project. This SA package includes the following:

- 1. Post Design Scope
- 2. Staff Hours
- 3. Fee Details

If any additional information is required, please do not hesitate to contact me at (407)-702-6851 or email me at <u>shannon.marple@parsons.com</u>.

Sincerely,

SWhole

Shannon Marple, P.E. Project Manager

Cc: file 649388



201 E Pine Street, STE 900 • Orlando, FL 32801-2722 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

SR 429

From Florida's Turnpike to West Road CONTRACT 001395 PROJECT NO. 429-152 SUPPLEMENTAL AGREEMENT #7 TUESDAY FEBRUARY 27, 2024

SCOPE OF WORK

This Supplemental Agreement #7 (SA #7) is prepared due to the additional work associated with Plan Revisions, Request for Information (RFI), and Shop Drawings. The Plan Revisions were design changes directed by CFX to include revisions to the Striping Plans at the Northbound Exit of West Road, incorporation of the Translateral design in the ITS plans, revisions to the TTCP to provide additional capacity along Southbound SR 429 at the Turnpike Interchange using the PTSU lanes, and Signed and Sealed Shop Drawings prepared for the Contractor for the Permanent Critical Wall segments at Fullers Cross Road. Plan Revisions were also required for the reconstruction of Warrior Road's End Bent due to Contractor error and End Bent redesign at Ocoee-Apopka Road due to conflicting MSE Wall straps. Also included in SA#7 are the additional manhour efforts for RFIs relating to the Steel Cross Frame retrofits at the Turnpike and SR 50 bridges, closure pour evaluation at the SR 50 bridge, evaluation of the Temporary Critical Wall at Fullers Cross Road, and the evaluation of the End Bent repair/reconstruction at Warrior Road. Additional manhour efforts for Shop Drawings include reviews for resubmittals on the Toll Plaza Gantry. Also, additional hours that were not covered in Supplemental Agreements #5 and #6 for additional meetings and ongoing project coordination. The staff hours and fee estimates are included as an attachment to this Scope of Work.

SUPPLEMENTAL AGREEMENT NO. 6

TO

AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 429-152)

SR 429 Widening from Florida's Turnpike to West Road

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this <u>13th</u> day of <u>April</u>, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS TRANSPORTATION GROUP INC., an Illinois corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated November 8, 2018, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 15, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated February 11, 2021 (collectively, "Agreement"); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and

attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 429-152, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 5 dated June 10, 2021 ("SA 5") to provide post design services more specifically outlined in SA 5 ("Post Design Services") after completion of the services outlined in the Agreement for Project 429-152; and

WHEREAS, Articles 2.00 and 11.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the additional post design services required as outlined in the correspondence to CFX dated March 2, 2023, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

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2. All invoices from the CONSULTANT for Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be by \$372,207.29 to a total of \$1,749,237.39.

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

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.04.18 16:54:57 -04'00'

Aneth Williams, Director of Procurement

PARSONS TRANSPORTATION GROUP INC.

<u> 18</u> By:

Print Name: Rhet Schmidt

Title: Vice President

Approved as to form and execution for Central Florida

Expressway Authority's exclusive use and reliance.

By: Laura Newlin Kelly

Diego "Woody" Rodriguez

General Counsel for CFX



MEMORANDUM

Date:	March 9, 2023
То:	Dana Chester, PE CFX Director of Engineering
From:	Scott Kamien <i>M</i> , PE
Subject:	Design Consultant Services - Contract 001395 CFX Project No. 429-152 SR 429 Widening from FTE to West Road – Supplemental Agreement #6

Comments:

I have reviewed the Post Design fee sheet and scope of services submitted by Parson Transportation Group provided via email dated March 2, 2023 for the SR 429 Widening from FTE to West Road. SA #6 is for additional Post Design Professional Services associated with the construction plans and bid documents for this widening project.

Supplemental Agreement #6 request is attached and costs are detailed below:

\$ 288,663.32	Parson as Prime
\$ 83,543.97	Subconsultant Fees
\$ 372,207.29	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$372,207.29.

Should you have questions or need additional information, please call me at 321.354.9798.

CC:

Keith Jackson, PE Dewberry File

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 429-152)

SR 429 Widening from Florida's Turnpike to West Road

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this <u>10th</u> day of <u>June</u>, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS TRANSPORTATION GROUP INC., an Illinois corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated November 8, 2018, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 15, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated February 11, 2021 (collectively, "Agreement"); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and

Contract No. 001395

attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 429-152, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated May 19, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be

2

reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$1,377,030.10.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: <u>Aneth Williams</u> Digitally signed by Aneth Williams Date: 2021.07.19 08:54:46-04'00' Aneth Williams, Director of Procurement PARSONS TRANSPORTATION GROUP INC. By: <u>Print Name: RHETSCHMIDT, PE</u> Title: VICE PRESIDENT

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance. By: Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly, Associate General Counsel Date: 2021.07.14 11:48:22-0400

Diego "Woody" Rodriguez

General Counsel for CFX



MEMORANDUM

Date:	May 26, 2021
То:	Will Hawthorne, PE CFX Director of Engineering
From:	Scott Kamien <i>M</i> , PE
Subject:	Design Consultant Services - Contract 001395 CFX Project No. 429-152 SR 429 Widening from FTE to West Road – Supplemental Agreement #5

Comments:

I have reviewed the Post Design fee sheet and scope of services submitted by Parson Transportation Group provided via email on May 19, 2021 for the SR 429 Widening from FTE to West Road. SA #5 is for Post Design Professional Services associated with the construction plans and bid documents for this widening project.

Supplemental Agreement #5 request is attached and costs are detailed below:

\$ 951,397.15 Parson as Prime
\$ 425,632.95 Subconsultant Fees
\$ 1,377,030.10 Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$1,377,030.10.

Should you have questions or need additional information, please call me at 321.354.9798.

CC:

Keith Jackson, PE Dewberry File



201 E. Pine Street, Suite 900 • Orlando, Florida 32801-2722 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

May 19, 2021

Mr. Will Hawthorne, P.E. Director of Engineering Central Florida Expressway Authority 4974 Orl Tower Rd. Orlando, FL 32807

Re: SR 429

From South of Florida's Turnpike to West Road Contract 001395; Project 429-152 Post Design Supplemental Agreement (SA #5)

Dear Will:

For your review and approval, please find attached one (1) copy of Supplemental Agreement (SA #5) for post design services for the subject project. This SA package includes the following:

- 1. Post Design Scope Exhibit A
- 2. Staff Hours
- 3. Fee Details

Should you have any questions or need any additional information, please feel free to contact me at 407-415-4648 or <u>Thomas.e.Davidson@Parsons.com</u>. I look forward to continuing our work together on this important CFX project.

Sincerely,

Ted Davidson, P.E. Project Manager

Cc: file 649388

Exhibit "A"

Project 429-152 S.R. 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD Post-Design Scope of Services

4.24 Post-Design Services

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

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

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from Florida's Turnpike to West Road

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>11th</u> day of <u>February</u>, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of PARSONS TRANSPORTATION GROUP INC., an Illinois corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated November 8, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, and as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 15, 2020, and as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020 (collectively, "Agreement"); and

1

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

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's January 21, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$370,602.05 to \$4,627,452.66.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$19,540.63.
 - c. The Subcontract Items are adjusted upward by \$109,088.99 to \$5,020,157.96 as follows:

• BASE	\$36,350.57
•Moffatt & Nichol	\$69,570.89
• Scalar	\$3,167.53

d. The Allowance remains unchanged at \$0.00.

- e. The Total Maximum Limiting Amount is adjusted upward by \$479,691.04 to \$9,667,151.25.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Aneth Williams, Director of Procurement

PARSONS TRANSPORTATION GROUP, INC.

By: Asi	
Print Name: Rhet Schmidt, P.E.	_
Title: Vice President	-

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

By: Laura N. Kelly, Associate Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.02.17 11:03:50 -05'00'

Diego "Woody" Rodriguez General Counsel



Exhibit "A"

MEMORANDUM

Date:	January 22, 2021
То:	Will Hawthorne, PE CFX Director of Engineering
From:	Scott Kamien, PE SMK
Subject:	Design Consultant Services - Contract 001395 CFX Project No. 429-152 SR 429 Widening from FTE to West Road – Supplemental Agreement #4

Comments:

I have reviewed the fee sheet and scope of services submitted by Parson Transportation Group provided via email on January 21, 2021 for the SR 429 Widening from FTE to West Road. SA #4 is for additional professional services to prepare construction plans and bid documents including changes on the MOT due to modifying the Milling and Resurfacing and the addition of Noisewall 10.

Supplemental Agreement #4 request is attached and costs are detailed below:

- \$ 370,602.05 Parsons as Prime
- <u>\$ 109,088.99 Subconsultant Fees</u>
- \$ 479,691.04 Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$479,691.04.

Should you have questions or need additional information, please call me at 321.354.9798.

CC:

Keith Jackson, PE Dewberry File



201 E. Pine Street, Suite 900 • Orlando, Florida 32801-2722 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

January 21, 2021

Mr. Scott Kamien, P.E. Sr. Project Manager Dewberry Engineers, Inc. 800 N. Magnolia Ave., Suite 1000 Orlando, FL 32803

Re: SR 429

From South of Florida's Turnpike to West Road Contract 001395; Project 429-152 Supplemental Agreement #4

Dear Scott:

For your review and approval for the Authority's execution, please find attached one (1) copy of Supplemental Agreement (SA) No. 4 for the revisions to the scope of work for the subject project. This SA No. 4 package includes the following:

- 1. Scope of Work Revisions
- 2. Additional Staff Hours
- 3. Revised Fee Details

The SA includes Traffic Control and Milling & Resurfacing modifications based on directives, adding Noise Barrier with an ultimate typical section, and additional widening related items. Should you have any questions or need any additional information, please feel free to contact me at 407-415-4648 or <u>Thomas.e.Davidson@Parsons.com</u>. I look forward to continuing our work together on this important CFX project.

Sincerely,

Ted Davidson, P.E. Project Manager

Cc: file 649388

PARSONS

201 E. Pine Street, Suite 900 • Orlando, FL 32801 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

SR 429 From Florida's Turnpike to West Road CONTRACT 001395 PROJECT NO. 429-152 SUPPLEMENTAL AGREEMENT #4 OCTOBER 27, 2020 (REVISED JANUARY 21, 2021) SCOPE OF WORK

This Supplemental Agreement (SA) is prepared due to changes in the Traffic Control and Milling and Resurfacing approach for the project. Other added scope includes additional typical sections, drainage structures, and retaining wall control drawings to address roadway widening changes as well as potential retrofitting of existing retaining walls due to possible sub-standard existing panel straps in the median.

Additionally, it includes added noise barrier limits and the associated additional mainline widening to accommodate the ultimate typical section within the limits of proposed noise barriers. Other added scope includes permitting, infield retention pond protection, and signing & pavement marking directives.

The Scope of Work items affected by these changes are listed below along with a description of the additional primary and ancillary work required. The staff hours and fee estimates are included as an attachment to this Scope of Work. In addition, these changes to the scope of work will impact the design schedule. The current schedule is proposed to be amended with an additional 2 months to incorporate the changes.

1) Scope of Work Items

1. Project Control

- A. Additional time for public meeting support.
- B. Contract maintenance and progress meetings for an additional 2 months.

2. 4.5 Geotechnical Investigations

A. Antillian will acquire borings and prepare a report for additional noise barrier wall limits, including retaining wall (under previous remaining budget).

3. 4.10 Environmental Permits

A. Parsons and Scalar will provide additional permitting support for any potential impacts generated by the additional widening for noise barriers.

4. 4.12 Roadway Design

- A. Parsons will evaluate the proposed Traffic Control changes to accommodate the revised pavement milling approach and conform the roadway plans to match.
- B. Parsons will update the typical sections and milling details to reflect the revised milling and resurfacing approach. Parsons will also provide additional typical sections to fully represent the widening changes.
- C. Parsons will revise cross sections and cross slopes to incorporate revised milling approach.
- D. Parsons will update roadway geometry to incorporate retaining wall geometry for wall required to incorporate all widening changes.
- E. Parsons is providing plans that incorporate changes to the Plant Street typical section to use sidewalk rather than a trail on the Winter Garden side of SR 429.
- F. Parsons will design and update typical sections, roadway plans, cross sections, quantities, access, details and other pertinent items or documents for additional

outside widening from approximately Sta. 241 to Sta. 276 on the NB side, plus transitions from the full widening back to the standard section, to accommodate the ultimate noise barrier placement.

- G. Parsons will update Utility Adjustment Plans for any potential impacts from revised roadway widening.
- H. Parsons will modify the roadway to design to provide 8' high CIP noise barriers at the approach and departure ends of the Northwest Ditch Bridge.
- I. Parsons will modify Ramp D to ensure access to Ponds B2 and C1 based on ultimate sections.
- J. Parsons will provide plans for protection of existing infield ponds within the Plant Street interchange based on direction and a pending change to the CFX Design Guidelines.
- K. Parsons will provide permit services for FDOT driveway connection permits for Franklin Street.

5. 4.13 Structures Design

- A. Parsons will prepare retaining wall control drawings to capture widening changes for roadway retaining wall that prevents pond encroachment or prevents ROW encroachment.
- B. Parsons will prepare retrofit plans or mitigation methods for existing MSE wall panels that do not meet the redundancy criteria required by code for the number of straps.
- C. Parsons will update the bridge plans to re-label or re-phase bridge construction based on the revised Traffic Control scheme
- D. Parsons will design new roadway retaining wall within the modified roadway limits to accommodate the ultimate noise barrier placement and pond access to prevent ROW encroachment.
- E. Parsons will design 8' high CIP noise barrier along the Northwest Ditch NB bridge.
- F. Parsons will design critical temporary retaining wall, as necessary, to accommodate construction of the new retaining wall.
- G. BASE will prepare additional noise barrier control drawings and details within the roadway limits mentioned above.

6. 4.14 Drainage Design

- A. Parsons will prepare designs and plans for additional drainage structures necessary to accommodate collection and conveyance systems for widening changes.
- B. Parsons will design additional collection and conveyance systems and update analyses and plans for the widened roadway limits to accommodate ultimate placement of noise barriers.

7. 4.16 Traffic Engineering

- A. Maintenance of Traffic Plans: Moffatt and Nichol will prepare additional traffic control documentation and plans for additional effort for revising the traffic control phasing for full depth milling of the existing mainline pavement (utilizing newly added inside lanes to help phase milling & resurfacing). Also included is revision of the traffic control for the full reconstruction of Plant Street rather than milling and resurfacing.
- B. Moffatt and Nichol tasks also include:
 - Traffic Control Analysis: Revise the traffic control to show construction of the ultimate SR 429 typical section from Sta 241+00 to Sta 276+00, which will include phasing, plan, and cross section revisions.
 - Traffic Control Design Files Revise traffic control phasing for ultimate SR 429 typical section from Sta 241+00 to Sta 276+00.
- 8. 4.17 Signing & Pavement Marking Plans

- A. Parsons will adjust striping and overhead sign structures impacted by the roadway modifications for noise barrier ultimate placement.
- B. Parsons will modify guide sign worksheets as directed.
- 9. 4.22 Fiber optic Network (FON) & Intelligent Transportation Systems (ITS)
 - A. Parsons will revise FON & ITS design plans to accommodate the roadway modifications for ultimate noise barrier placement.
 - B. Parsons will update ITS and electrical design to accommodate October 2020 ITS standards/directives.

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from Florida's Turnpike to West Road

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this <u>21st</u> <u>and September</u>, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of PARSONS TRANSPORTATION 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 November 8, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, and as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 15, 2020 (collectively, "Agreement"); and

WHERAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the

Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's August 11, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$317,818.84 to \$4,256,850.61.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$19,540.63.
 - c. The Subcontract Items are adjusted upward by \$58,258.14 to \$4,911,068.97 as follows:

• BASE	\$42,831.76
•Moffatt & Nichol	\$15,426.38

- d. The Allowance remains unchanged at \$0.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$376,076.98 to \$9,187,460.21.
- 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

PARSONS TRANSPORTATION GROUP, INC.

By: Print Name: Rhet L. Schmidt, PE Title: Vice President

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

Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.09.18 13:42:08 -04'00'

By:_

Diego "Woody" Rodriguez General Counsel

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-152 SR 429 Widening FTE to West Road/1_Administration/1.2_Contract/1.2.A Supplemental Agreements/SA 3/429-152 SA 3 Parsons.docx

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from Florida's Turnpike to West Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day June of ______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS TRANSPORTATION GROUP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 8th day of November 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 15, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upwards by \$788,858.29 to
 \$3,939,031.77.
 - b. The Direct Expenses Lump Sum (Prime) are adjusted upwards by \$600.00 to \$19,540.63.
 - c. The Subcontract Items are adjusted upward by \$1,697,442.70 to

\$4,852,810.83.

• Moffatt & Nichol	\$176,457.72
• TEDS	\$179,045.62
●FBT	\$207,825.52
•GEC	\$339,268.98
•MGV	\$150,758.34
•BASE	\$275,405.23
• Antillian	\$349,386.22
•WBQ	\$17,256.60
•IF Rooks	\$2,038.47

d. The Allowance is adjusted downward by \$425,517.76 to \$0.00.

The Total Maximum Limiting Amount is adjusted upwards by \$2,061,383.23 to \$8,811,383.23.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,

electronically, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.15 14:43:58-04'00' Director of Procurement

PARSONS TRANSPORTATION GROUP, INC.

By:

Print Name: Rhet L. Schmidt, P.E. Title: Vice President

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.15 13:51:29 -04'00'

General Counsel for CFX

C:\Users\hawthornew\Central Florida Expressway Authority\Engineering - Engineering Documents\General\429-152 SR 429 Widening FTE to West Road\1_Administration\1.2_Contract\1.2.A Supplemental Agreements\SA 2\Parsons-429-152 -SA2.docx

Contract No. 001395

SUPPLEMENTAL AGREEMENT NO. 1

8 3

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from Florida's Turnpike to West Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of _______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS TRANSPORTATION GROUP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 8th day of November 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

20 MAR 13 PM 2:11

1

Contract No. 001395

NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 20, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
 - Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remain unchanged at \$3,150,173.48.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$18,940.63.
 - c. The Subcontract Items are adjusted upward by \$90,239.23 to \$3,155,368.13.

• RS&H \$90,239.23

d. The Allowance is adjusted downward by \$90,239.23 to \$425,517.76.

The Total Maximum Limiting Amount remains unchanged at \$6,750,000.00.

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

2

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in

quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Y 1.

By:

Director of Procurement

PARSONS TRANSPORTATION GROUP, INC. Witness: Print Name: homas E. Davidson

By: Title: VICE RESIDEN

Approved as to form and execution, only.

General Counsel for CI

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\429-152 SR 429 Widening FTE to West Road\1_Administration\1.2_Contract\1.2.A Supplemental Agreements\SA 1\Parsons-429-152 -SA1.docx

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND PARSONS TRANSPORTATION GROUP, INC.

SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD

CONTRACT NO. 001395, PROJECT NO. 429-152

CONTRACT DATE: NOVEMBER 8, 2018 CONTRACT AMOUNT: \$6,750,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, AND SCHEDULE

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES AND PROJECT ORGANIZATIONAL CHART

FOR

SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD

PROJECT NO. 429-152

DESIGN ENGINEERING SERVICES

CONTRACT NO. 001395

NOVEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Agreement for Design Professional Services

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 8th day of November, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Parsons Transportation 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 201 East Pine Street, Suite 900, 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 429 Widening from Florida's Turnpike to West Road identified as Project No. 429-152 and Contract No. 001395.

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

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

The work covered by this Agreement as described in **Exhibit** "A," includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

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

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be

advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

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

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

The approved subconsultants are:

Class II - Antillian Engineering Associates, Inc. Class I - BASE Consultants, Inc. Class I - Florida Bridge and Transportation, Inc. Class II - Geotechnical and Environmental Consultants, Inc. Class I - I.F. Rooks & Associates, LLC Class I - Manuel G Vera & Associates, Inc. Class II - Manuel G Vera & Associates, Inc. Class I - Moffatt & Nichol, Inc. Class I - Scalar Consulting Group, Inc. Class I - Traffic Engineering Data Solutions, Inc. Class I - WBQ Design & Engineering, Inc.

Class II - WBQ Design & Engineering, Inc. (survey)

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,750,000.00 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 East Pine Street, Suite 900, 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 contract, the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and

made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT

and other persons employed or utilized by the design professional in the performance of the Agreement.

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. 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, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX

shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

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

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. STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to abide with such policy.

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. CONFLICT OF INTEREST

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

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

21.0. 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.

22.0. 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."

23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

24.0. 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.

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

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

26.0. 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 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

27.0. 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 InfrastructureCentral Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General CounselTo CONSULTANT:Parsons Transportation Group, Inc.
201 East Pine Street, Suite 900
Orlando. FL 32801
Attn: Rhet SchmidtParsons Transportation Group, Inc.
201 East Pine Street, Suite 900

Orlando, FL. 32801 Attn: Ted Davidson

28.0. 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.

29.0. 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.

30.0. ASSIGNMENT

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

31.0. 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.

32.0. 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.

33.0. 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

[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 November 8, 2018.

PARSONS TRANSPORTATION GROUP, IN	
BY: Authorized Signature	BY: Director of Procurement
Print Name: RHETL. SCHMIDT_	Print Name: ANOLA Williams
Title: VICE PRESIDENT	Effective Date: <u>12/20 /18</u>
ATTEST: (Seal) Secretary or Notary	MICHELLE L RIVERS MY COMMISSION # GG 146868 EXPIRES: October 20, 2021 Bonded Thru Notary Public Underwriters

Approved as to form and execution, only.

Jinde 18 Lenon for General Counsel for CFX

'18 NOV 27 AN 8:59

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD

PROJECT NO. 429-152

IN ORANGE COUNTY, FLORIDA

October 22, 2018

Exhibit A SCOPE OF SERVICES

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1.0 GENERAL

- 1.1 Location
 - A. See EXHIBIT "E", Project Location Map.
- 1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Florida's Turnpike to West Road. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40' median with median barrier). All mainline bridges within the project limits, Trail, Warrior Road, Turnpike, SR 50, Story Road, Florida Central Railroad, Plant Street (SR 438), Palm Drive, Northwest Ditch, East Crown Point Road (Fuller's Cross) and Ocoee Apopka Road (CR 437), will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Ramp improvements will also be made at the following locations; SR 429 NB to Turnpike, Turnpike to NB SR 429, West Road to SR 429 SB, SR 429 SB to SR 50, SR 429 SB to Turnpike and Turnpike to SR 429 SB. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from Florida's Turnpike to West Road.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless

otherwise expressly stated as the responsibility of others.

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

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
 - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 - 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.

- 3. The FDOT Design Manual, latest edition, shall be used for this project.
- 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
- 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
- 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE RAMPS		CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4* paved)
Left	8 (4 paved)	6 (2 paved)	2 (2 paved)
			* min. 5' paved
Right Left	6-Lane 12 (10 paved) 12 (10 paved)	Dual Lane 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	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)	50/	
Left Shoulder	Match Mainline	5% 6%	5% 6%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft.	64' (typical)	N/A	22' or 40'
(E.O.P./E.O.P.)	26' (with barrier)	1	
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. $(3^{\circ} divergence)$

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.
- **3.3** Bridge and Other Structures
 - A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

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

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Florida's Turnpike (Station 1172.00 +/-) to north of the West Road bridge (Station 325+00). Specifically, the project consists of widening to the inside for the additional

general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits; Trail, Warrior Road, Turnpike, SR 50, Story Road, Florida Central Railroad, SR 438, Palm Drive, Northwest Ditch, East Crown Point Road and CR 437 will also be widened to accommodate the appropriate shoulder widths and additional general use lane or ramp modifications as per the concept. Ramp improvements will also be made at the following locations; SR 429 NB to Turnpike, Turnpike to NB SR 429, West Road to SR 429 SB, SR 429 SB to SR 50, SR 429 SB to Turnpike and Turnpike to SR 429 SB. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

- **4.2** Governmental Agencies
 - A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP and applicable Water Management District(s).
- 4.3 Preliminary Design Report Review
 - A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project. Alternatives for a braided ramp and trumpet interchange shall be studied for the Plant Street exit from NB SR 429. Once of these alternatives is considered to be carried to final design. In addition, an auxiliary lane from West Road on-ramp to Palm Drive off-ramp on SB SR 429 shall be reviewed.

- 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 Task 27.1 Horizontal Project Control (HPC) and Task 27.2 Vertical PC/Bench Line and included in CTL/PNC sheets prepared in Task 27.5 Reference Points.

- C. Reference Points
 - 1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)
- D. Bench Levels
 - 1. Bench marks are included on control points
- E. Topography
 - 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
 - 2. The Consultant will obtain existing pavement elevations from LAMP data sufficient to create a pavement DTM.
 - 3. Natural Ground/soft shots will be collected by conventional survey means and merged with pavement LAMP data to create on overall DTM for the project.
 - 4. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include 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
 - Quality Level B Designating: Provide Utility Designates at each street crossing within the LA R/W (Warrior Rd, SR50, E Story Rd, E. Plant St., Palm Drive, N Fullers Cross Rd., Ocoee Apopka Rd, Clarcona Ocoee Rd) = Total Linear footage of Utilities: 10.92 miles a. SR 429 Mainline
 - CFX will designate the FON on both sides of SR 429 throughout project limits
 - Street lighting along the mainline is not included in this scope of services
 - b. Warrior Road -0.13 mile x 6 utilities = 0.78 miles of DES
 - c. SR50 Road 0.17 mile x 15 utilities =2.55 miles of DES
 - d. E. Story Road 0.12 mile x 10 utilities = 1.20 miles of DES
 - e. E. Plant Street -0.28 mile x 10 utilities = 2.80 miles of DES
 - f. Palm Drive -0.08 mile x 10 utilities = 0.80 miles of DES
 - g. N. Fullers Cross Road 0.09 mile x 10 utilities = 0.95 miles of DES
 - h. Ocoee Apopka Road 0.08 mile x 10 utilities = 0.80 miles of DES
 - i. Clarcona Ocoee Road 0.13 mile x 8 utilities = 1.04 miles of DES
 - 2. Locates for verification of QLB and non-tonables : Total Test Hole Bank: 70
 - a. Cross Streets/Interchange 8 sides streets with 5 test holes per side street = 40 test holes
 - b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 30 test holes
 - 3. Quality Level A Locating Total Test Hole Bank: 230
 - a. SR 429 Mainline: 3-Overhead Truss Signs (30THs), 3-Overhead Cantilever Signs (15 THs), 10 - Multi-post Signs (100 THs), 1 - Box Culvert Ext. (3 THs), 1 pipe culvert extension (2 THs), 4 - CCTV Poles (20 THs), 6 cantilever DMS if HSR chosen (30 THs), 1 cantilever DMS (5 THs), 1 Full Span DMS (10 THs), 3 MVDS poles (15 THs), Test Holes for drainage are not anticipated.
 - b. Miscellaneous locating (50THs)

4. Survey

- a. Stake all proposed sign, signal, and structure locations prior to QLA locating
- b. Map all utility designates and locates (including FON marked by CFX)

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

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

- M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.
- N. Low Altitude Mapping Photography
 - 1. Furnish all aerial photography, photogrammetry, and related products for the total project in accordance with the Florida Department of Transportation Surveying & Mapping Procedures, Topic No. 550-030-101.

The following procedures shall be utilized for this project: 3D topographic hard-surface survey along the SR-429 corridor from Toe-of-Slope to Toe-of-Slope.

- a. Flight: Perform the flight utilizing helicopter at 350 feet above grade using a high precision aerial mapping camera with (FMC) forward motion compensation and with an average weighted resolution of 105 and above. Photography shall be at a negative scale of approximately $1^{"} = 50^{"}$.
- b. Limits: Mapping from Toe-of-Slope to Toe-of-Slope along the SR-429 from \pm 1.5 miles south of Florida's Turnpike to north of West Road (Station 335).

- c. Limits at the Florida Turnpike include the on/off ramps to and from SR 429. The flyovers are not included in the LAMP mapping.
- d. Field Survey: Aerial targets are placed right and left of the alignment and spaced along the project as directed by the photogrammetrist. Target size is specified by the photogrammetrist and should have a contrasting black and white pattern. Horizontal values and vertical elevations are required on all targets.
- e. Analytical Triangulation: Normal A.T. procedures shall be used similar to that which is performed for other flight scales.
- f. DTM Collection: Data shall be collected at spots and break lines similar to what is done with all photogrammetric projects. Scales of 1"=20' shall have data points collected at approximately 33 feet and 1"=50' at 65 feet intervals. All data shall be delivered as MicroStation files on CD ROM conforming to DEPARTMENT mapping procedures.
- g. Raster imagery to be provided in HMR & TIFF format from the fixed-wing flight at $1^{"} = 40^{"}$.

O. 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

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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.

- The work includes, but is not limited to, identifying roadway structural C. section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH design considerations. and resistivity conditions requiring soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.
- 4.6 Contamination Impact Analysis
 - A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
 - B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental

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contamination not reported in the referenced document(s).

- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.
- 4.7 Pavement Design
 - A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
 - B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
 - C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.
 - Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.
- 4.8 Borrow Pits
 - A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.
- **4.9** Governmental Agency and Public Meetings
 - A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
 - B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

- **4.10** Environmental Permits
 - A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
 - 8. Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
 - 9. Provide all permit application material in .pdf format.
 - 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
 - 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

- 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan markups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
- 3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to

accommodate construction.

- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
- 8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.
- 4.12 Roadway Design
 - A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.
 - B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
 - C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1"=50' scale)

- 9. Interchange layout plans
- 10. Ramp Terminal Details
- 11. Crossroad plans and profiles (1"= 50' scale)
- 12. Cross-sections (with pattern plan) $(1^{"} = 20^{"} horiz.) (1^{"} = 5^{"} vert.)$
 - a. Earthwork quantities
- 13. Traffic Control Sheets including Temporary Drainage
- 14. Utility Adjustment Sheets as deemed necessary
- 15. Details
- 16. Special provisions
- 17. Special specifications
- 4.13 Structures Design
 - A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
 - B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 - 1. Two new single span bridge structures for a braided ramp flyover of the Plant Street Exit Ramp.
 - 2. Complete Bridge Widening designs will be provided for widening of the following bridges:
 - a. Trail SB outside widening
 - b. Trail NB outside widening
 - c. Warrior Road SB outside widening
 - d. Turnpike SB inside widening
 - e. Turnpike NB inside widening
 - f. Colonial Drive (SR 50) SB inside widening
 - g. Colonial Drive (SR 50) NB inside widening
 - h. Story Road SB inside widening
 - i. Story Road NB inside widening
 - j. Florida Central Railroad SB inside & outside widening

- k. Florida Central Railroad NB inside widening
- l. Plant Street (SR 438) SB inside widening
- m. Plant Street (SR 438) NB inside widening
- n. Palm Drive SB inside widening
- o. Palm Drive NB inside widening
- p. Northwest Ditch SB inside widening
- q. Northwest Ditch NB inside widening
- r. East Crown Point Road (Fuller's Cross) SB inside widening
- s. East Crown Point Road (Fuller's Cross) SB inside widening
- t. Ocoee Apopka Road (CR 437) SB inside widening
- u. Ocoee Apopka Road (CR 437) SB inside widening
- 3. Retaining walls (may vary based on final design limits)
 - a. Permanent MSE walls:
 - Wall extension at Trail Bridge SB, south abutment approximately 100 LF
 - Wall extension at Trail Bridge SB, north abutment approximately 100 LF
 - Wall extension at Trail Bridge NB, south abutment approximately 100 LF
 - Wall extension at Trail Bridge NB, north abutment approximately 100 LF
 - Wall between Trail and Warrior Road, west side approximately 1000 LF
 - Wall extension at Warrior Road Bridge SB, south abutment approximately 30 LF
 - Wall extension at Warrior Road Bridge SB, north abutment – approximately 100 LF
 - Wall extension at Florida Central RR Bridge SB, south abutment approximately 100 LF
 - Wall extension at Florida Central RR Bridge SB, south abutment approximately 100 LF
 - Wall adjacent to Pond CP-5 north of Story Road, west side – approximately 500 LF
 - b. Critical Temporary Walls (may vary based on final design limits)
 - Soldier pile wall for construction of Trail Bridge permanent walls (4 total) – 60 LF (40 LF anchored, 20 LF cantilever)
 - Soldier pile wall for construction of Warrior Road Bridge SB permanent walls (2 total) - 60 LF (40 LF anchored, 20 LF cantilever)
 - Soldier pile wall for construction of permanent MSE wall between Trail and Warrior Road 1000 LF (anchored)
 - Soldier pile wall for construction of permanent MSE wall adjacent to Pond CP-5 north of Story Road 50 LF (anchored)

- 4. Box Culverts Extension of one side of double 9' x 5' Box Culvert at approximately Station 157.
- 5. Slope protection as required for the spill through abutments at Northwest Ditch
- 6. Approach slabs for bridge widenings
- 7. Summary quantity tables
- 8. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.
- 9. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
- 10. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
 - a. 9 Overhead Cantilever Sign Structures (Including 6 DMS Structures for active traffic control for Hard Shoulder Running)
 - b. 4 Overhead Span Sign Structures (Including 1 structure(s) with walkin or single line DMS)
 - c. No signal structures are anticipated.
- 11. Structural design of sound walls. CFX to provide limits and locations. Assumed 1400 LF along Westfield Community per CFX preliminary cost estimate.
- 12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 - 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 - 2. Finalize the pond design at the 30% submittal. Modify ten (10) A-23

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existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for ten (10) existing ponds. Modify outfall control structures for 6-lane configuration for ten (10) existing pond structures.

- 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
- 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
- 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
- 7. Prepare one (1) Bridge Hydraulics Report(s) that includes Northwest Ditch. The BHR is anticipated to be reviewed and approved by CFX, Orange County, and FEMA. No CLOMR is anticipated.
- 8. Modification of existing floodplain analysis and compensation ponds is included to obtain required permits.
- 9. Perform cross drain analysis for seven crossings due to widening. One crossing will be a CBC and the remainder are pipes.
- 10. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include:
 - A. Seepage along the northbound front slope approaching West Road
 - B. Closure of an existing well at Plant Street
- Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details

- 3. Storm drain and culvert profiles and/or drainage cross-sections
- 4. Lateral ditches/channels
- 5. Outfall ditches/channels
- 6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1"=50' scale)
 - 7. Service point detail
 - 8. Special Details
- 4.16 Traffic Engineering
 - A. Traffic Data will be furnished by CFX.
 - B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

- 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
- 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.
- 4.17 Signing and Pavement Marking Plans
 - A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. CFX will provide conceptual signing plans for the project as deemed necessary.
 - C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
 - D. The following existing structures will be impacted by the widening and need to be replaced; three (3) cantilevers, three (3) span trusses (one full and two half span), and ten (10) multi-post sign structures.
- **4.18** Signalization Plans
 - A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- 4.19 Right-of-Way Surveys
 - A. No additional right-of-way is anticipated for this project.
- **4.20** Cost Estimates
 - A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined

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

- **4.21** Special Provisions and Specifications
 - A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.
- **4.22** Fiber Optic Network (FON)
 - A. Fiber Optic Infrastructure Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
 - 2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - 1. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
 - o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on

conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.

- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Replacement of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 429 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.
- w. Relocation 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. All existing analog CCTV within the project limits shall be upgraded to HD cameras.
- x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction. Support the FCC application process for any relocated DCS sites.
- y. Relocation of existing traffic monitoring sites (TMS) 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. All TMS to be re-configured and calibrated during construction to account for any lane shifts and the added lanes.
- z. Relocation of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction. All existing Skyline DMS shall be replaced with new generation color DMS.
- aa. Conversion of all 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.
- bb. Design of active traffic management system for hard shoulder running, which includes 6 DMS locations.

- cc. Install new WWDS at the following off-ramps:
 - West Road northbound.
 - Plant Street southbound and northbound.
- 3. The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls
- B. Splice and Cable Routing Details
 - 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
 - 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
 - 3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.
- C. Maintenance Of Fiber Operations
 - 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
 - 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
- D. Inside Plant Plans

- 1. The Consultant shall be responsible for any data collection necessary to complete its design.
- 2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
- 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.
- 4.23 Toll Plazas
 - A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.
- 4.24 Post-Design Services
 - A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
 - B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
 - C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
 - D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid

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period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-

Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

- 5.1 Record Documents
 - A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
- 5.2 Traffic Data
 - A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed See Section 3.02, Geometry.
 - 6. AVI Percentages
- 5.3 Other
- 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

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

- 6.2 Utility Agreements
 - A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.
- 6.3 Public Involvement
 - A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.
- 6.4 Contracts and Specifications Services
 - A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.
- 6.5 Post-Design Services
 - A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
 - B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.
- **6.6** Environmental Permits
 - A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
 - B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
 - C. CFX will be responsible for all permitting application fees.
- 6.7 Conceptual Specialty Design
 - A. CFX will provide a conceptual major guide signing plan.
 - B. CFX to provide proposed sound wall locations.
 - C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

- 7.1 Central Florida Expressway Authority
 - A. CFX's Project Manager will administer the Consultant services detailed in this scope.

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- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.
- 7.2 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.
- 7.3 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,

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technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

- 7.12 Design Documentation
 - A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
 - B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
 - C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
 - D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.
 - 2. Design criteria used for the project.
 - 3. Geometric design calculations for horizontal alignment.
 - 4. Vertical geometry calculations.
 - 5. Drainage calculations
 - 6. Structural design calculations.
 - 7. Geotechnical report.
 - 8. Hydraulics Report for each bridged stream crossing.
 - 9. Earthwork calculations not included in the quantity computation booklet.
 - 10. Calculations showing cost comparisons of various alternatives considered, if applicable

- 11. Computations of quantities.
- 12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
- 13. Lighting and voltage drop calculations.
- 14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.
- 7.13 Reviews and Submittals
 - A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
 - B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
 - 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)
 - 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 - 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 - 5. 60% Bridge Plans required only on Category 2 bridges.
 - 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 - 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)
 - 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

- 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.
- 7.14 30% Roadway Plan Submittal
 - A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.

e) Index shown.

2. Drainage Map Prepared

- a) Existing culvert sizes and elevations.
- b) Horizontal alignment shown.
- c) Drainage areas and flow arrows shown.
- d) High water information shown.
- e) Beginning and end stations shown along with any equations on project.
- f) Interchange supplemental maps prepared.

3. Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- c) Special details developed.
- d) General notes shown.

4. Plan and Profile Sheets

- a) Centerline plotted.
- b) Reference points and bench marks shown.
- c) Existing topography.
- d) Base line of surveys, curve data, bearings, etc. shown.
- e) Beginning and end stations (project and construction).
- f) Geometric dimensions.
- g) Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.
- j) Type, size and horizontal location of existing utilities.
- k) Drainage structures and numbers are shown

l) Drainage ponds are shown.

5. Cross Sections

- a) Existing ground line.
- b) Preliminary templates at critical locations (not to exceed 500 feet).
- c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.
- 7.16 60% Roadway Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and CFX sign-offincluded.

- e) Contract set index complete.
- f) Index of sheets updated.

2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.
- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.

	k)	General Notes.			
5.	Drain	age 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) e)	Miscellaneous notes included. 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.	Traffi	ic Control Plans			
9.	Utilit	y Adjustments			
10.	Signing and Pavement Marking Plans				
11.	Intelligent Transportation System (ITS) Plans				
12.	Highway Lighting Plans				
13.	Selec	tive Clearing and Grubbing (if required)			

- 7.17 90 % Bridge and Structure Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.
- 7.18 90% Roadway Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

5. Drainage Structures

- a) Existing structures requiring modifications are shown.
- b) Existing and proposed utilities are shown.

- 6. Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
- 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
 - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

CONSENT AGENDA ITEM #7



MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

Aff-Bizz

DATE: April 26, 2024

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on April 25, 2024.

- 1. Fiscal 2024 Customer Service Center Performance Assessment
- 2. Fiscal 2024 Policy and Procedure Review
- 3. Fiscal 2024 Payment Card Industry 4.0 Gap Assessment
- 4. Fiscal 2024 IT Tabletop Exercise
- 5. Department of Highway Safety and Motor Vehicles Memorandum of Understanding Compliance Assessment (Prepared by MSL CPAs & Advisors)

Reviewed by: _

Via filrard





CUSTOMER SERVICE CENTER PERFORMANCE ASSESSMENT

March 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit, Risk, Business & Technology Consulting

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Overview

Background

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In accordance with the 2024 Internal Audit Plan, Internal Audit conducted an assessment of the performance of the Central Florida Expressway Authority (CFX) customer service center. The last performance assessment conducted by Internal Audit was performed in January 2022.

The CFX E-PASS customer service centers and violations enforcement operations services are outsourced to a third-party vendor under a fiveyear contract with an additional five, one year renewal options. Consistent with the last performance assessment performed in January 2022, the third-party vendor provides only the trained personnel necessary to operate the customer service centers, including the phone center. CFX provides the primary software and systems for processing customer accounts and transactions.

In September 2020, CFX contracted with the current vendor to provide the personnel to manage and operate the customer service centers and the technology platform used to facilitate customer interactions. In March 2021, CFX and the vendor jointly transitioned to a new technology platform, Nice inContact. This Nice inContact cloud-based platform includes an Interactive Voice Response (IVR) system as well as capabilities around quality assurance, email support, and dashboard reporting. The platform is implemented in a configuration using multiple data centers, and the contact center's summarized historical performance data is retained for at least 25 months. CFX continues to host the Violation Enforcement System (VES) image review software and the customer relationship management (CRM) application and provides management oversight of the customer service center operations outsourced to the vendor.

As of the time of this review, the customer service phone center currently leverages 167 full and part-time agents, excluding image processing personnel, 12 supervisors, and four call center managers to support the customer contact center operations. For the period reviewed as part of this performance assessment, from October 2023 through January 2024, the average daily call volume was approximately 5,684 calls per day.

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Objectives, Scope, & Approach

Objectives

The objectives of this review were to assess the current performance of the customer service center through evaluation of processes and organizational structure, applications and infrastructure, and statistical data analysis to identify opportunities to enhance contact center performance and reduce employee turnover.

Scope and Approach

This audit was performed using a four-phased approach as outlined below.

Phase I – Process and Organizational Review

Phase I of the review was performed to develop an understanding of the processes and organizational structure of the customer service center. Areas of focus included the following:

- > People: Identify roles, responsibilities, and organizational structure through interviews
- > Process: Review key processes, recent changes, objectives, stated objectives, and stated key performance indicators (KPIs)
- > Technology: Review infrastructure and use of applications

Phase II – Data Gathering

Phase II of the review included requesting and obtaining statistical data from various sources including the InContact system to complete a statistical analysis of contact center performance for the period of October 2023 through January 2024. Data gathered was analyzed and collated in Phase III and later incorporated into audit findings and recommendations.

Phase III – Data Analysis

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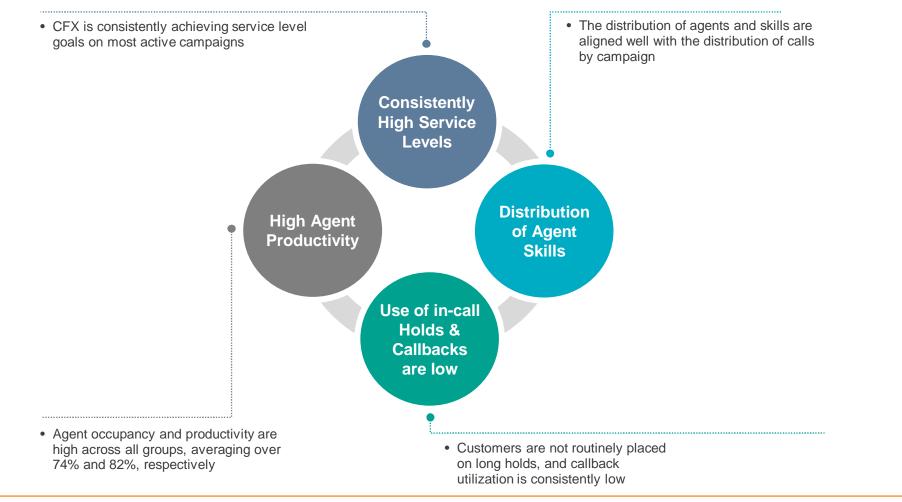
Phase III of the review included analyses of statistical data gathered to evaluate the performance of the contact center operation. Key measures such as call volumes and patterns, service levels, quality, and schedule adherence were evaluated and documented to measure performance.

Phase IV – Findings and Recommendations Development

Internal Audit summarized the observations and enhancement opportunities identified during the assessment.

Summary of Observations - Strengths

The following positive observations were noted during the review of CFX's contact center operations and data:



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CFX PERFORMANCE INDICATORS

The chart below shows a comparison of key performance indicators for the period of audit in Fiscal Year 2024 as compared to the period of audit in Fiscal Years 2022, 2019, and 2017, years in which previous customer service center performance assessments were conducted by Internal Audit.

Performance Indicator	2024*	2022**	2019	2017	Change FY22 to FY24
Contact Center Agents	167	71	76	60	230% Increase
Average Daily Call Volume per 15-min Interval	575	109	16	10	580% increase
Average Speed of Answer	36 seconds	30 seconds	37 seconds	36 seconds	20% increase
Abandoned Calls	1.4%	1.75% – 3.66%	5% - 8%	6% - 10%	Little Change
Average Auxiliary Time Rate	21%	24%	25%	28%	3% Improvement
Average Talk Time	6:18	9.25	N/A***	N/A***	30% Improvement

*Based on CFX Interval-level data from October 1, 2023 – January 31, 2024, the period subject to audit in 2024.

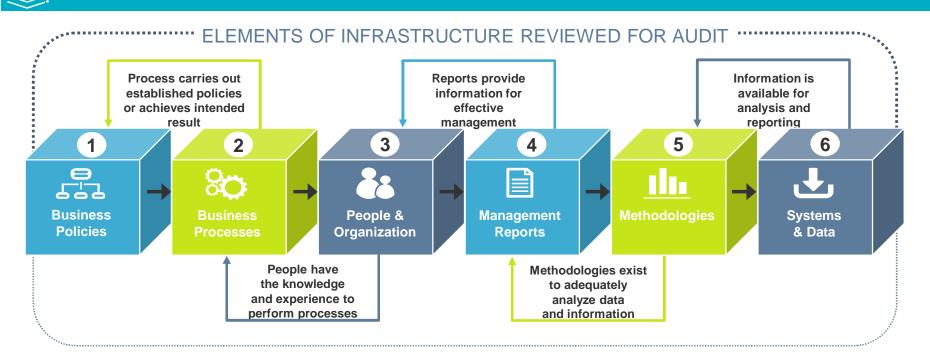
**Based on CFX Interval-level data from November 1 – November 30, 2021.

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***Average Talk Time data for FY2019 and FY2017 was not available due to changes in the contact center infrastructure (skills, agent team assignments, etc.) which precluded direct comparison of select key statistics.

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Summary of Observations - Opportunities



Obs #	Observation	Category	Relative Priority
1	Retention Campaign ASA Metrics	People & Organization	Moderate
2	Elevated Call Refusal Rates	Business Processes	Low
3	CSAT – NPS Scale Mismatch	Systems & Data	Low

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Face the Future with Confidence

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POLICY AND PROCEDURE REVIEW

January 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit, Risk, Business & Technology Consulting

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Overview and Objectives

Background

The Central Florida Expressway Authority (CFX) was formally established in 2014 to incorporate representation from Orange, Lake, Osceola, and Seminole counties within a single regional tolling authority. The following year, CFX updated its Supplier Diversity Program Policy and Travel Policy, which were approved by the Board on May 14th, 2015, and December 10th, 2015, respectively. All CFX Policy updates require Board approval. There have been no revisions to these Policies since 2015.

The Supplier Diversity Program Policy is designed to promote business equity by encouraging the inclusion and utilization of disadvantaged business enterprises (DBEs), minority, and women-owned business enterprises (M/WBEs) in CFX's procurement processes.

The Travel Policy provides standardized procedures and guidelines for business-related travel expenses to achieve cost-efficiency and maintain compliance with relevant Florida statutes and regulations.

In accordance with the FY 2024 Internal Audit Plan, Internal Audit performed a Policy and Procedure Review focused on these two policies. The objectives of this review were to:

- 1) Assess the current state of policies and procedures in place to direct business operations specific to Supplier Diversity and Travel.
- 2) Propose recommendations, enhancements, and clarifications to strengthen these CFX policies and procedures within the context of the current business environment and business needs.

 * – DBEs and M/WBEs are collectively referred to as "D/M/WBEs" when combined.

Scope and Approach

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To achieve the objectives of this review, Internal Audit performed the following procedures:

- 1) Reviewed and evaluated the current Supplier Diversity Program and Travel policies and procedures.
- 2) Interviewed CFX Staff to discuss key terms and the applicability to CFX's current business environment and business needs.
- 3) Compared current CFX policies to similar policies of other organizations, current federal guidance regarding travel expenses, and Florida statutes.
- 4) Identified and recommended potential enhancement opportunities to mature existing policies and procedures.

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Summary of Observations – Enhancement Opportunities

For each of the policies reviewed, an overview of the scope areas, procedures performed, and observations is outlined below.

Supplier Diversity Program Policy					
Scope Area	Procedures Performed	Number of Observations			
Evaluation of Policy Documentation	Reviewed current policy documentation; outlined key sections by topic and subject area; examined relevant Florida statutes and regulations.	2			
Interviews	Collected feedback from CFX Staff regarding existing policies and procedures and their applicability to the current business environment.	2			
Benchmarking Assessment	Reviewed policies and procedures implemented by peer organizations (City of Orlando, Orange, Osceola, and Seminole Counties), researched leading practices of Fortune 500 companies, and compared to current CFX policies for potential enhancement opportunities.	2			
Travel Policy					
Scope Area	Procedures Performed	Number of Observations			
Evaluation of Policy Documentation	Reviewed current policy documentation; outlined key sections by topic and subject area; examined relevant Florida statutes and regulations.	2			
Interviews	Collected feedback from CFX Staff regarding existing policies and procedures and their applicability to the current business environment.	1			
Benchmarking Assessment	Reviewed policies and procedures implemented by peer organizations (City of Orlando, Orange, Osceola, and Seminole Counties), researched leading practices of Fortune 500 companies, and compared to current CFX policies for potential enhancement opportunities.	-			



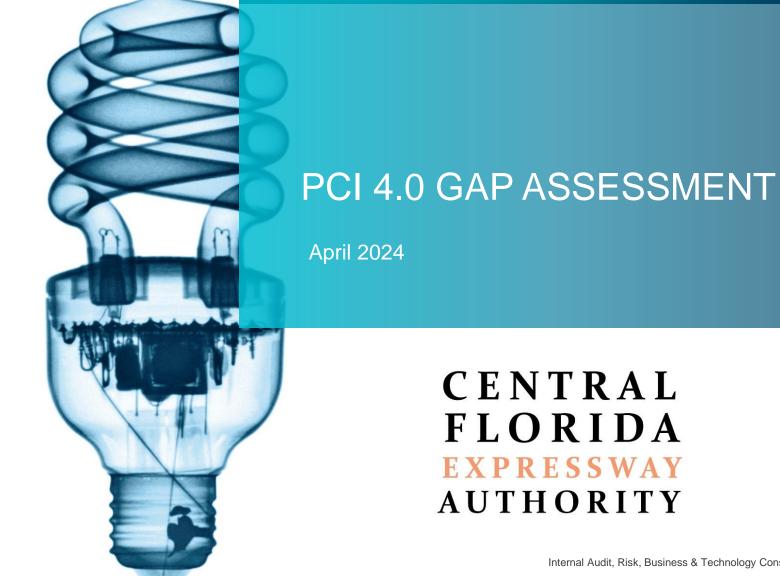
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Face the Future with Confidence

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Internal Audit, Risk, Business & Technology Consulting

) Overview

Scope and Approach

Central Florida Expressway Authority (CFX) engaged Protiviti to perform a gap assessment against new and future-dated requirements in PCI-DSS Version 4.0, taking effect prior to CFX's 2024 PCI Assessment. Fieldwork was conducted in November and December 2023 with the CFX Team, and Protiviti created this memo to document gaps within the CFX environment for against the PCI-DSS Version 4.0 requirements. This memo provides a summary of CFX's compliance status, along with recommendations for remediation for any requirements where gaps have been identified.

Protiviti did not conduct full PCI-DSS testing procedures of each requirement for this assessment, therefore additional findings may be identified during full ROC testing when performing a review of configurations and in-depth walkthroughs.

Summary of Findings

2

There are a total of 465 requirements noted within the PCI DSS version 4.0. Based on the initial assessment of these requirements, there were 362 noted as 'No Change', 45 noted as 'Not in Place', 49 noted as 'In Place - 4.0', 8 noted as 'Not Applicable', and 1 noted as "In Place – 4.0 with a Compensating Control'.

Total	No Change	Not in Place 4.0	In Place – 4.0	N/A	Comp Control
465	362	45	49	8	1

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TABLETOP EXERCISE

February 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit, Risk, Business & Technology Consulting

) Overview

Memo Description and Objective:

This memo provides a summary of the malicious insider tabletop exercise facilitated by Internal Audit ("IA") for the Central Florida Expressway Authority ("CFX"), which was performed on site at CFX on February 20th, 2024 This simulation was conducted to identify potential improvement opportunities regarding CFX's response to an attack from a malicious insider, where a disgruntled employee gave CFX network access to a Threat Actor ("TA"), who then used the access to modify the customer tolling database and attempt to extort the organization.

Background:

IA created this simulation, in which a malicious insider gave CFX network access to a Threat Actor, as part of the Fiscal Year 2024 Audit Plan. No actual attack occurred during this simulation, rather, IA facilitated a two-hour long "tabletop" session where participants role-played their response to the malicious insider attack. To review specific activities related to incident response, several of CFX's controls that could prevent an actual attack were considered to be disabled or ineffective (e.g., user awareness training, multi-factor authentication).

Simulation:

2

To develop a realistic scenario, IA reviewed documentation and conducted interviews to gain an understanding of the controls CFX could potentially cite during the simulation. IA developed a PowerPoint deck to aid in facilitating the simulation. Within the introduction slides of this PowerPoint deck, several of CFX's current policies were included and reviewed, including CFX's approach to classifying an incident, CFX's Computer Emergency Response Team ("CERT") roles, and the phases of CFX's Incident Response plan. The remainder of the PowerPoint document outlined the simulated actions the malicious insider took to give the threat actor access into the CFX environment.

To begin the simulation, Executive Director Michelle Maikisch receives an email from an unknown source with screenshots from the customer tolling database that show tolls are set to triple starting next week. CFX followed their documented response procedures. After the session was complete, Internal Audit facilitated a discussion to identify and highlight lessons learned in which CFX conducted a self-review of their simulated response.

Team members from IT, HR, Public Relations, Records Management, and Special Projects participated in the simulation.



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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Memorandum of Understanding (MOU) Compliance Assessment

April 2024



Executive Summary:



Background: CFX has an agreement with the Department of Highway Safety and Motor Vehicles (DHSMV) to utilize DHSMV data for operational purposes. As part of the agreement, CFX is required to have an independent assessment completed by a Certified Public Accounting Firm (MSL) to assess that CFX has the appropriate data privacy and security policies and controls in place to prevent unauthorized use of DHSMV data.

Overview: An independent assessment was performed by MSL to evaluate the adequacy of policies, procedures, and controls in place. This assessment was conducted to ensure CFX is adhering to the data protection standards set forth in the Memorandum of Understanding (MOU) with the DHSMV to renew the agreement for future years.

Approach: MSL's assessment focused on examining management's assertion that CFX had the necessary measures to secure DHSMV data from unauthorized activities. MSL performed a comprehensive review including but not limited to: interviews with key personnel, analysis of internal controls, and verification of compliance practices against the MOU requirements.

Conclusion: MSL concluded that as of April 5th, 2024, there were adequate policies and controls in place to safeguard DHSMV data and that the assertions by management are accurate. In addition, there were some areas of improvement as noted in the report issued by MSL which were remediated by Management prior to the issuance of the report.

CONSENT AGENDA ITEM #8

MEMORANDUM

TO: **CFX Board Members**

Aneth Williams FROM:

DATE: April 19, 2024

SUBJECT: Approval to Rescind Contract Award to Aero Groundtek, LLC and Approval of Contract Award to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 408, SR 417, CFX Headquarters and E-PASS Service Center Contract No. 002089

The Board approved on April 11, 2024, the contract award to Aero Groundtek, LLC for landscape maintenance services for SR 408, SR 417, CFX's Headquarters and E-Pass Service Center.

CFX received a Notice of Intent to Protest Notice of Award on April 12, 2024 and a Formal Written Protest and Petition for Formal Administrative Proceedings (collectively "Protest") on April 19, 2024 from Arazoza Brothers Corporation.

CFX's General Counsel reviewed the Protest and met with counsel for Arazoza Brother Corporation on April 24, 2024. The determination was made that the Protest was valid. Therefore, Staff is requesting the Board rescind the contract award to Aero Groundtek, LLC and approve award of contract to Arazoza Brother Corporation, who was the second proposer for this contract, in the amount of \$7,849,889.00 for a three year term with two one-year renewals.

The work to be performed includes landscape maintenance services.

This contract is included in the OM&A Budget.

Reviewed by: Angela Wallace Angela J. Wallace

General Counsel

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

WWW.CFXWAY.COM

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ARAZOZA BROTHERS CORPORATION

LANDSCAPE MAINTENANCE SERVICES FOR SR 408, SR 417, CFX HEADQUARTERS BUILDING, AND E-PASS SERVICE CENTER

CONTRACT NO. 002089

CONTRACT DATE: MAY 09, 2024 CONTRACT AMOUNT: \$7,849,889.00

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 EPASS SERVICE CENTER

CONTRACT NO. 002089

MAY 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 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 ARAZOZA BROTHERS CORPORATION, a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 7027 SW 87th Court, Miami, FL 33173, 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 E-Pass 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 E-Pass 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 <u>Exhibit "A"</u> which is are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to landscape maintenance for SR 408, SR 417, CFX's Headquarters Building, and E-Pass 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 Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The Notice to Proceed shall provide no less than five (5) days' notice from the date of issuance to the initial term of the Contract. 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 <u>\$7,849,889.00</u> as defined in the Price Proposal attached hereto as **Exhibit "C"** and Technical Proposal attached hereto as **Exhibit "D"** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

4.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default

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

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

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

5. **PUBLIC RECORDS**

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

5.2 Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public

records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

6.3 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

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

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

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

7. **RESERVED**

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 polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the 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 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 license; and

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to

protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or experience.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise

terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

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

19. DISPUTES

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the

absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

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

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

24. **RELATIONSHIPS**

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

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

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

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

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

- 27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

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

30. E-VERIFY

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

31. APPROPRIATION OF FUNDS

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

32. NOTICE TO THE PARTIES

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

CFX:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 ATTN: Director of Maintenance
With a copy to:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel
CONTRACTOR:	Arazoza Brothers Corporation 7027 SW 87th Court Miami, FL 33173 Attn: Alberto Arazoza
With a copy to:	Arazoza Brothers Corporation 7027 SW 87th Court Miami, FL 33173 Attn: Eduardo Arazoza

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]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Purchasing, authorized to execute the same by Board action on the 9th day of May 2024, and Arazoza Brothers Corporation, signing through its ______, duly authorized to execute same.

ACCEPTED AND AGREED TO BY:

ARAZOZA BROTHERS CORPORATION

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

Angela J. Wallace Print Name

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EXHIBIT "A" – SCOPE OF SERVICES

Exhibit "A" Scope of Services w/ S-1 TO SS-65 Attachment #1 – Annual Maintenance Schedule Attachment #2 – Turf Management Area Reference Maps (Mowing Areas) Attachment #3 – "No-Mow" Area Reference Maps

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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1.0 PROJECT SCOPE

The work consists of providing all labor, materials, equipment and incidentals necessary to perform <u>landscape maintenance</u> (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: <u>turf maintenance</u> 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)
- Scope of Services 3.
- **FDOT Standard Plans** 4
- 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 VER 1-15-24 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 subconsultant 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 subconsultant in accordance with this paragraph. No compensation in any form shall be paid VER 1-15-24 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:

Crew Designation	Min.	#of
Personnel		
(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 VER 1-15-24

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 VER 1-15-24 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 SS-9 VER 1-15-24

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.
- Disposition of the hazardous substance, toxic waste or pollutant shall be made in 2.7.3 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

- General: The Contractor shall comply with all federal, state, and local laws, by-2.9.1 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 VER 1-15-24

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. 2.13.3The 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 womenowned 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.

- 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

(b)

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), <u>less</u>: (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) 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.

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, Hiawassee 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.
- Proposed Monthly Maintenance Activities Schedule Prior to the first day of each 4.1.3 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 Contactor 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 SS-31

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. Reperformance 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 Hiawassee 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 Hiawassee 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), Hiawassee 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 Glyfos Pro -2.0 gallons of Glyfos 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 Section1.0 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
 - The Contractor shall perform maintenance pruning of all ornamental shrubs and 7.2.1 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 <u>not</u> 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 <u>carefully</u> 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 <u>strictly prohibited</u>. 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 Glyfos Pro (2.0 gallons of Glyfos 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 Glyfos Pro (or approved equal) along all fence lines, including SS-43

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 Glyfos 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 were 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.
- The post-emergence herbicides "Certainty" or an approved equal may be sprayed 7.3.6 "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 nonhazardous 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 than10' 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 <u>second</u> 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).:
 - <u>Cord grass, Fakahatchee grass, Dwarf Fakahatchee grass, Vetiver grass, Gulf</u> <u>Muhly grass</u> – Perform one (1) drench spray application (February/March) (following the completion of the annual Cordgrass, Fakahatchee, Vetiver grass pruning) with" Ardent" to control scale.
 - <u>Fakahatchee grass</u>, <u>Vetiver grass</u> Perform one (1) drench applications with Triple Crown (2x at 7-day interval) or approved equal, following 2^{nd 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 <u>as directed by the CFX Director of Maintenance</u>.:

- <u>Oleanders, Fire Bush and Plumbago</u> 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 Section1.0 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 1/2" 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 <u>shall not be</u> <u>performed</u> 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 <u>shall not be performed</u> 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), <u>except pines</u>, 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.
 - <u>Palm Trees</u> 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. <u>The use of pre- or post-emergence herbicides is prohibited within the No-Mow area limits</u>. <u>String trimming is prohibited within the No-Mow area limits</u>.
- 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 Hiawassee 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 Subconsultants. 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 SS-58

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 <u>all</u> 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 #9

MEMORANDUM

TO: CFX Board Members	
FROM: Aneth Williams	

DATE: April 11, 2024

SUBJECT: Approval of Supplemental Agreement No. 2 with Convergint Technologies LLC for Systemwide Electronic Security System Services Contract No. 001969

Board approval of Supplemental Agreement No. 2 with Convergint Technologies LLC in the amount of \$95,978.12 is requested. The original contract was for three years.

The work to be performed includes access control security services.

Original Contract	\$	450,000.00
Supplemental Agreement No. 1	\$	27,417.11
Supplemental Agreement No. 2	<u>\$</u>	95,978.12
Total	\$	573,395.23

This Supplemental Agreement is included in the Five-Year Work Plan.

Reviewed by:

1 m B

Don Budnovich, PE Director of Maintenance

Glenn Pressimone, P.E.

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





SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES CONTRACT NO. 001969

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT for Systemwide Electronic Security System Services ("Supplemental Agreement") is made and entered into this <u>9th</u> day of <u>May</u>, 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CONVERGINT TECHNOLOGIES LLC , a Florida limited liability company, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for electronic security system services between CFX and the CONSULTANT, dated December 8, 2022 as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated June 8, 2023 (collectively, "Agreement"); and

WHERAS, CFX desires to expand the Scope of Work to have the CONSULTANT provide and install access control/CCTV at CFX's East District Facility as outlined in the attached Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment

and shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 9, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference. 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 Total Contract Amount is adjusted upwards by \$95,978.12 to \$573,449.23.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any 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: _____

y: _____ Aneth Williams, Director of Procurement

CONVERGINT TECHNOLOGIES LLC

By:	
Print Name:	
Title:	

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

By:_

Jo O. Thacker, Outside Counsel

CONSENT AGENDA ITEM #10

MEMORANDUM

TO:	CFX Board Members
FROM:	Aneth Williams Will Director of Procurement
DATE:	April 18, 2024
SUBJECT:	Approval of Cooperative Purchase Agreement with VRC Companies, Offsite Records Storage Services

Contract No. 002082

Board approval of the Cooperative Purchase Agreement with VRC Companies, LLC in the amount of \$108,000.00 is requested. This cooperative purchase (piggyback) agreement is based on a government contract between the Greater Orlando Aviation Authority and VRC Companies, LLC for offsite records storage services which will allow CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes all services relating to offsite records storage.

This contract is included in the OM&A Budget.

Reviewed by: Tim O'Toola Tim O'Toola

Director of Records Management

his filand

LLC for

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT OFFSITE RECORDS STORAGE SERVICES CONTRACT NO. 002082

This Contract is made this 9th day of May 2024, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and Vital Records Holdings, LLC d/b/a Vital Records Control, 5384 Poplar Avenue Suite 500 Memphis, Tennessee 38119, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Offsite Records Storage Services; and,

WHEREAS, on or about November 3, 2020, the CONTRACTOR entered an agreement with Greater Orlando Aviation Authority under its Contract Purchase Bid 08-20 Offsite Records Storage Services to provide substantially the same services as required by CFX; and,

WHEREAS, an Invitation for Bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Greater Orlando Aviation Authority for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Greater Orlando Aviation Authority; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the terms, conditions and rates as included in its contract with the Greater Orlando Aviation Authority, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below.

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

1. **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 GREATER ORLANDO AVIATION AUTHORITY Contract.

2. ADOPTION OF TERMS IN THE GREATER ORLANDO AVIATION AUTHORITY CONTRACT

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

2.1 The name GREATER ORLANDO AVIATION AUTHORITY or Authority" shall be replaced with "Central Florida Expressway Authority" or "CFX."

2.2 In the third paragraph of the Invitation for Bids - The Contract period of sixty (60) months with the initial service to commence on or about March 15, 2020, and with the Authority having options to renew the Contract for two (2) additional periods of five (5) years each for a not-to-exceed the amount of \$324,755.18 will be replaced with "This Agreement shall be effective for an initial term of three (3) years with two (2) one-year renewals from July 1, 2024, in the amount of \$108,000.00 for the initial term. CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term".

2.3 The CONTRACTOR agrees to provide the services for the price set forth in Revised Amendment No. 1 - Bid Prices of the Greater Orlando Aviation Authority's contract.

2.4 In Section 5.7.1. – General Liability and Insurance, Central Florida Expressway Authority shall be the Additional Insured for the entire length of the Agreement.

2.5 Under the General Conditions of the Contract Section 2.7 The Contractor shall submit all invoices to <u>Billing@cfxway.com</u>.

2.6 Subcontractors – Replace Chief Executive Officer with Director of Procurement.

2.7 Delete Section 5.7 – Insurance (language in this section) however, Sections 5.7.1 – 5.7.10 remains.

2.8 In Section 12.2 Notices will be replaced with

Central Florida Expressway Authority

ATTN: Executive Director

4974 Orl Tower Road Orlando, FL 32807

- 2.9 Delete Sections 14.1.2 14.1.4 , 14.1.6 14.1.7 , 14.1.9 14.1.12
- 2.10 Whistle Blower Reporting Line:

Navex Global, Inc. 1-888-226-6043

2.11 In the Specifications for Offsite Records Storage Services

Section 3.3.2 - Delivery and Pickups

Section 3.3.2.1 will be replaced with Central Florida Expressway Authority, 4974 Orl Tower Road, Orlando, FL 32807

Section 3.3.2.2 will be replaced with E-PASS Service Center, 525 S. Magnolia Ave, Orlando, FL 32801

Delete Sections 3.3.2.3 - 3.3.2.8

2.12 Section 19.26 General Provisions – Public Records in the Greater Orlando Aviation Authority 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

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

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in

writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

4. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the Greater Orlando Aviation Authority

5. 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."

6. NOTIFICATION of CONVICTION of CRIMES

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

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

8. INDEMNITY

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

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

8.2 CFX's use or possession of the CONTRACTOR Property,

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

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property,

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

8.6 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

9. MEDIA RELEASES

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

10. 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.

11. NONDISCRIMINATION

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

12. INSPECTOR GENERAL

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

13. ASSIGNMENT

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

14. 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.

15. PPROPRIATION OF FUNDS

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

16. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions

of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX:	CENTRAL FLORIDA EXPRESSWAY (CFX) 4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel
	CENTRAL FLORIDA EXPRESSWAY (CFX) 4974 ORL Tower Road Orlando, Florida 32807 ATTN: Director of Records Management
CONTRACTOR:	Vital Records Holdings Companies, LLC. 5384 Poplar Avenue Suite 500 Memphis, Tennessee 38119 Attn:

EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Orlando Aviation Authority
- Exhibit "B" Potential Conflict Disclosure Form
- Exhibit "C" CFX Social Media Acknowledgement Form

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____ Aneth Williams, Director of Procurement

VITAL RECORDS HOLDINGS, LLC d/b/a VITAL RECORDS CONTROL

By:		
-	Danny Palo Print Name	
	Title	
ATTEST:		(Seal)
DATE:		

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

By ____

Jo Thacker Outside Counsel

Date: 6/17/2020 Item: 1-H Document: 100828



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 08-20

OFFSITE RECORDS STORAGE SERVICES

ORLANDO INTERNATIONAL AIRPORT AND ORLANDO EXECUTIVE AIRPORT

ORLANDO, FLORIDA

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY AND VITAL RECORDS HOLDINGS, LLC D/B/A VITAL RECORDS CONTROL

то

PURCHASING CONTRACT 08-20

THIS AMENDMENT NO. 1 made and entered into as of the <u>2nd</u> day of <u>March</u>, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **VITAL RECORDS HOLDINGS, LLC D/B/A VITAL RECORDS CONTROL.** (hereinafter referred to as "Contractor").

<u>WITNESSETH:</u>

WHEREAS, by Contract dated November 3, 2020, Contractor agreed to provide Offsite Records Storage Services for the Authority at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Authority desires and the Contractor agrees to amend the Contract to modify the unit pricing for Standard Archival Box Storage.

NOW, **THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. <u>**Contract Adjustment**</u>. The value of the Contract Archival Box Storage price shall be modified from \$0.16 per box to \$0.11 per cubic foot for invoicing purposes.

2. <u>**Compensation**</u>. Authority shall pay to the Contractor during the term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. <u>Suit/Proceedings</u>. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. <u>Public Entity Crimes Act</u>. The Contractor acknowledges the following notice: "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 set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. <u>Continuing Effect of Contract Provisions</u>. Except as amended by this Amendment No.
 1, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

	"AUTHORITY"		
ATTEST: Anna Farmer Manager Mar 3 2023 1:04 PM	GREATER ORLANDO AVIATION AUTHORITY Kevin Thibault Chief Executive Officer Mar 2 2023 4:27 PM By:		
Assistant Secretary			
[Official Seal]			
Docu <i>Sign</i> s	"CONTRACTOR"		
ATTEST:	VITAL RECORDS HOLDINGS, LLC D/B/A VITAL RECORDS CONTROL		
	By:		
Secretary			
	lts: Michelle McKeown - Director of Business		
	Development Print or Type Name and Title		
[Corporate Seal]			

Appro	oved as to	Form and	Legality
this 27	_day of _	February	. 20 23
Nelson N	Mullins Ri	ley & Scarbo	rough, LLP
By 9	DOU.	MAD	ner
0	freater Orlan	do Aviation Au	thority

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TABLE OF CONTENTS GREATER ORLANDO AVIATION AUTHORITY PURCHASING BID 08-20 OFFSITE RECORDS STORAGE SERVICES ORLANDO, FLORIDA

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ADDENDUM NO. 1 TO PURCHASING BID 08-20 OFFSITE RECORDS STORAGE SERVICES ORLANDO INTERNATIONAL AIRPORT ORLANDO, FLORIDA

January 17, 2020

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

- ITEM 1: <u>Replace Page S-4 with corrected Page S-4</u>. In Section 1.9.1, Page S-4, replace the "thirty (30) miles" with "fifty (50) miles.
- ITEM 2: <u>Replace Pages IB-3,BF-10, BF-12, BF-13, BF-16, BF-19, BF-22 and BF-24 with</u> corrected Pages IB-3,BF-10, BF-12, BF-13, BF-16, BF-19, BF-22 and BF-24. Replace 14,000 boxes with 15,000 boxes.
- ITEM 3: <u>Replace Pages C-2 and C-3 with corrected Pages C-2 and C-3</u>. Replace designation from Executive Director to Chief Executive Officer.
- ITEM 4: <u>Replace Page 1 and Page BF-9 with corrected Page 1 and Page BF-9.</u> Change the Sealed Bid opening date from 3:00 p.m., January 21, 2020 to 3:00 p.m., January 24, 2020.
- ITEM 5: <u>Question</u>: On Page S-4, Section 1.9.1 will the Authority consider extending the distance the Contractor's Facility must be within?
 - <u>Answer</u>: Yes, the Authority has reviewed the requirement and will extend the facility distance to fifty (50) miles. Contractor's are still required to meet the 2 business hour rush delivery request as outlined on Page S-8, Section 3.3.4.3.

* * * * * * * END OF ADDENDUM NO. 1 * * * * * * *

Vlad Opreanu

Senior Purchasing Agent

INVITATION FOR BIDS

GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 08-20

OFFSITE RECORDS STORAGE SERVICES

Sealed Bids for **Purchasing Bid 08-20, Offsite Records Storage Services**, at the Orlando International Airport and Orlando Executive Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with the Contract Documents.

The Contract period will be for sixty (60) months with the initial service to commence on or about <u>March 15, 2020</u>, and with the Authority having options to renew the Contract for two (2) additional periods of five (5) years each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.

Bid packages will be available for examination Monday, December 30, 2019, and may be obtained visiting the Authority Purchasing Department's website by at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at http://AirportLink.perfect.com or by calling AirportLink at (866) 889-8533. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Bid package should be addressed to Vlad Opreanu at (407) 825-6427, by facsimile (407) 825-4020, or by e-mail at Vlad.Opreanu@goaa.org.

<u>A PRE-BID CONFERENCE</u> will be held at 4:00 p.m., Wednesday, January 8, 2020, at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. The conference will include a review of the Bid Documents, and a question and answer period. <u>Attendance at the Pre-Bid Conference is not mandatory but is strongly</u> <u>encouraged</u>. Bidders are expected to be familiar with the Bid Documents and to provide the Authority with any questions regarding the Bid Documents at the Pre-Bid Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until <u>3:00 p.m., January 24, 2020</u>, at which time all Bids received will be publicly opened and read. Bids may be delivered <u>prior</u> to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted.** Any Bid received after the time and date specified for the opening of the Bids will not be considered, but will be returned <u>unopened</u>. The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Bid 08-20, Offsite Records Storage Services, at the Orlando International Airport. Five (5) additional copies of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

No Bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for Bid opening.

The Bidder awarded the Contract must provide a Performance Bond or Letter of Credit within ten (10) business days after written notice of such award, completed on the Authority's forms provided in this package and satisfactory to the Authority, having a penal sum equal to **Thirty Five Thousand Dollars (\$35,000.00)**, in accordance with the Bid Documents.

The Bidder awarded the Contract must also provide, within ten (10) business days after written Notice of Award, proof of liability insurance in the amount of **One Million Dollars \$1,000,000.00**), along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

The Authority reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to reject any or all Bids, and to readvertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid.

The Owner ("Authority"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bidders should note that Section 12 of the Instructions to Bidders describes irregularities in Bids that may cause them to be rejected by the Authority. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative Bids which <u>may require the Authority</u> to reject a Bid. Bidders are strongly urged to seek the Authority's written advice <u>BEFORE</u> you submit a Bid containing any of the irregularities described in Section 12 of the Instructions to Bidders.

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. <u>INTENT</u>:

It is the intent of these Instructions to establish guidelines for the proper completion of the Bid Forms. These Instructions to Bidders provide guidance and explanation for subsequent Bid Forms and Contract Documents. Please read all instruction paragraphs.

2. <u>GENERAL</u>:

- 2.1 This Contract will be to furnish all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with the Contract Documents.
- 2.2 Contract period will be sixty (60) months with the initial service to commence on or about March 15, 2020, and with Authority having options to renew the Contract for two (2) additional periods of five (5) years each (refered to as first and second renewal option year in this parapraph) upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The option years compensation will be based on the annual unit prices. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that exceeds the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84 = 100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the fifty-fourth (54th) month of the Contract term exceeds the CPI in effect as of the end of the forty-second (42nd) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that exceeds the percentage, if any, by which the CPI in effect as of the end of the one hundred fourteenth (114th) month of the Contract term exceeds the CPI in effect as of the end of the one hundred second (102nd) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's Offsite Records Storage Service requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.

Bidder shall also provide in the appropriate space its Rate for Certified Records Destruction services (see Section 3.7 of the Specification, Page S-9) listed under Year 1 for Offsite Records Storage Services. Then, Bidder shall multiply its Rates by the estimated quantity and enter the product of such calculation, without further adjustment or modification, in the Annual column on the right hand side of the page. Bidders should do the same for Year 2 (Page BF-15), Year 3 (Page BF-18), Year 4 (Page BF-21), and Year 5 (Page BF-24). The Rates shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.

- 2.10 Each Bidder shall provide in the appropriate space on Page BF-12 its Price for the Initial Transfer of Documents listed under Year 1 for Offsite Record Storage Services. Pricing is to include all costs associated with accepting an estimated 15,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the previously awarded Contractor, securely transporting, and indexing of all boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.
- 2.11 Each Bidder shall provide in the appropriate space on Page BF-24 its Price for the End of Contract Transfer of Documents listed under Year 5 for Offsite Record Storage Services. Pricing is to include all costs associated with transferring an estimated 15,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the awarded Contractor; Permanent Withdrawal; and palletizing and shrink wrapping all the boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.
- 2.12 Each Bidder shall then add the Annual column for each line for Page BF-10 and enter the sum on the appropriate space marked "Total this Page" at the bottom of Page BF-10 and on Page BF-25. Bidders should do the same for Pages BF-11 through Page BF-24.
- 2.13 Each Bidder shall then add on Page BF-25 its Total for Page BF-10, Total for Page BF-11, and Total for Page BF-12 and enter the sum in the appropriate space marked "Total Year 1 Bid Price" on Page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-13, Total for Page BF-14, and Total for Page BF-15 and enter the sum in the appropriate space marked "Total Year 2 Bid Price" on page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-16, Total for Page BF-17, and Total for Page BF-18 and enter the sum in the appropriate space marked "Total Year 3 Bid Price" on Page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-26. Bidder shall add the Total for Page BF-26. Bidder shall add the Total for Page BF-20, and Total for Page BF-21 and enter the sum in the appropriate space marked "Total Year 4 Bid Price" on Page BF-25 and Page BF-26. Bidder shall add the Total for Page BF-22, Total for Page BF-23, and Total for Page BF-24 and enter the sum in the appropriate space marked "Total Year 5 Bid Price" on Page BF-25 and Page BF-26.

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- 2.10 Each Bidder shall provide in the appropriate space on Page BF-12 its Price for the Initial Transfer of Documents listed under Year 1 for Offsite Record Storage Services. Pricing is to include all costs associated with accepting an estimated 14,000 boxes. Pricing should include, but is not limited to, coordinating pickup with the previously awarded Contractor, securely transporting, and indexing of all boxes. All document transfers shall be completed within six (6) months from the commencement date of the new Contract. The Pricing shall include all costs necessary for the performance of the Offsite Records Storage Services in accordance with the Specification, including all profit and overhead costs.
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- 2.14 Each Bidder shall then add on Page BF-26 its Total Year 1 Bid Price, Total Year 2 Bid Price, Total Year 3 Bid Price, Total Year 4 Bid Price, and Total Year 5 Bid Price and enter the sum on the appropriate space marked "Total Five (5) Year Bid Price" on Page BF-26 and on Page BF-3.
- 2.15 Any Bid which fails to include all of the prices as requested on Page BF-10 through Page BF-26 may be deemed non-responsive to the Invitation.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, and will be returned unopened.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid, such as:

- 4.1 a list of Contract References;
- 4.2 a Certificate of Non-Segregated Facilities; and
- 4.3 any other information specifically called for in these Bid Documents.

(These Instructions to Bidders, the Invitation for Bids, the Bid Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Bid Documents" or the "Contract Documents.") Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE BIDDING:

Other than during the Pre-Bid Conference, the Authority shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Bid Documents. Requests for interpretation, clarification or correction of Bid Documents, forms or other material in this Bid Package should be made in writing and delivered to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338, or by facsimile to (407) 825-4020 at least five (5) business days before the date and time announced for the Bid opening. Any response by Authority to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Bid packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at <u>www.orlandoairports.net/purchasing</u>, or if registered with AirportLink, by visiting their web site at <u>http://AirportLink.perfect.com</u>. Authority reserves the right to issue Addenda at any time up to the date and time set for Bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless

be construed as though the Addendum had been received and acknowledged. Submission of a Bid will constitute a Bidder's acknowledgement of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Bidders are warned that any other source by which a Bidder receives information concerning, explaining or interpreting the Bid Documents shall not bind the Authority.

6. PREPARATION OF BIDS:

- 6.1 Bids shall be submitted only on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Bidder. All blank spaces in the Bid Forms should be filled in legibly and correctly in ink or typewritten.
- 6.2 All Bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Bid and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Bid Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Bid is authorized to bind the LLC.
- 6.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 6.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit to the Authority at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Bid should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity to do business in the State of Florida. If the Bidder elects to use a fictitious name in its Bid, a copy of the Bidder's fictitious name registration should be provided to Authority.

7. BID GUARANTY:

A Bid Guaranty shall not be required for this Contract.

8. DELIVERY OF BIDS:

- 8.1 All Bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, address, and the notation <u>Purchasing Bid 08-20</u>, <u>Offsite Records Storage Services, at Orlando International Airport and Orlando Executive Airport</u>. Five (5) additional copies of the Bid should also be provided to the Authority in the sealed envelope with the original Bid clearly marked "Original." Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-27), along with all other documents or information required to be submitted pursuant to the terms of the Bid Documents (together, the "Bid"). The documents comprising the Bid must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Bids shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Bids received after the time and date specified in the Invitation for Bids (or any Addenda thereto) for the opening of the Bids will not be considered, but will be returned unopened.
- 8.3 Each Bidder's response to the Invitation for Bids shall be at the sole cost and expense of the Bidder and such Bidder shall have no claim against the Authority for costs, damages, loss of profits, or to recover such costs, damages, or expenses, in the event the Authority exercises its right to reject any or all Bids or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

9. COMMUNICATIONS DURING BID PROCESS:

In accordance with the below-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. An appropriate official or employee of the Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

10. WITHDRAWAL OF BIDS:

No Bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the time set for opening of Bids. No Bid may be withdrawn after the scheduled Bid opening time for a period of ninety (90) days. Any Bidder withdrawing or attempting to withdraw its Bid prior to the expiration of the ninety (90) day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Bidder's submission of a Bid shall be deemed the Bidder's acknowledgment of and agreement to the provisions of this Section.

11. DISQUALIFICATION OF BIDDERS:

- 11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its Bid:
 - 11.1.1 Submission of more than one Bid for the same work, or participation in more than one Bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
 - 11.1.2 Evidence of collusion between or among Bidders;
 - 11.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the Bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 - 11.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority or having defaulted on, or being in or having previously been in litigation with the Authority with respect to, a previous contract with the Authority;
 - 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for Authority or any other party on prior projects which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
 - 11.1.6 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.
- 11.2 The Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please

be aware that any violation of this policy by a Bidder and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Bidder to bid on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Executive Director. A copy of this policy is available upon request from the Director of Board Services.

12. REJECTION OF IRREGULAR BIDS:

A Bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate Bids, (iii) fails to include the proper Bid Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by the method approved by the Authority in its Policies and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

14. <u>RESPONSIBILITY OF BIDDERS</u>:

- 14.1 To aid it in determining a Bidder's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that Bidder submit such evidence, including additional references, of Bidder's qualifications as Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.
- 14.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Bidder is relying on to satisfy the minimum responsibility criteria in Section 14.3 below, and of any other entities that Bidder believes would be helpful in establishing Bidder's responsibility. The information should be submitted on Page BF-6 at or before the time the Bid is due, with the knowledge that the Authority will use the data for reference purposes.
- 14.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence:
 - 14.3.1 through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing offsite records storage services; and

- 14.3.2 through references, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three (3) years immediately preceding the date of Bidder's response to this Invitation for Bids.
- 14.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 14.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

- 15.1 The successful Bidder ("Contractor") will be required to provide and keep in force throughout the term of the Contract a Performance Bond, as provided in Section 6 of the General Conditions, with a surety which meets the requirements set forth in Section 6.7 of the General Conditions, and in the form contained in these Bid Documents.
- 15.2 In lieu of any Performance Bond required by the terms of the Bid Documents, the Contractor may provide at its option (and subject to certain additional requirements), an irrevocable standby letter of credit ("Letter of Credit") as provided in Section 6 of the General Conditions issued by a bank which meets the requirements set forth in Section 6.10 of the General Conditions, and in the form contained in these Bid Documents.
- 15.3 Except as provided in Section 6.4 of the General Conditions, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in these Bid Documents, which must be properly executed and submitted by the Contractor.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign Bid, Payment or Performance Bonds must file with such Bond a certified copy of their Power of Attorney to sign such Bond. The Bond should be countersigned by a Florida licensed agent of the Surety, with proof of agency attached.

17. EXECUTION OF CONTRACT:

- 17.1 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving such Notice the Bidder's main point of contact and a brief description of the after hours communication system including all applicable phone numbers (see Section 1.10 of the Specification).
- 17.2 The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, Certificate of Insurance, Performance Bond or Letter of Credit (if required), a copy of the Bidder's valid business or occupational license, a copy of Bidder's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Bidder's Contact Information, and all other

documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Bidder, and delivered to Authority, before the Contract will be executed by the Authority.

- 17.3 Not applicable.
- 17.4 A Bidder's failure to timely fulfill its obligations under this Section 17 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 10 of the Instructions to Bidders).
- 17.5 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

18. FLORIDA SALES TAX:

The Authority is a governmental agency and a political subdivision under Florida law. Purchases by Authority under this Contract are exempt from Florida sales tax: Authority's tax exempt number is 85-8012668935C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the Authority. The Authority's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the Authority shall have no liability for such taxes.

19. SUBCONTRACTS:

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 8 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.
- 19.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to Authority for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS:

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability.

21. AIRPORT SECURITY:

The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Not applicable.

23. NON-SEGREGATED FACILITY CERTIFICATE:

Each Bidder shall complete and sign the Non-Segregated Facilities Certificate on Page BF-8. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

24. PUBLIC ENTITY CRIMES LAW/DEBARMENT:

The following notice applies to all Bidders: "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 s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Further, any entity or individual placed on the Authority's Debarment List pursuant to Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Authority, on behalf of the Authority, or on Authority property, regardless of whether there is a contractual relationship with the Authority. The Authority will disqualify any submission, bid or proposal that includes a person or entity on the Debarment List. You may request a copy of the Authority's Debarment List for your review at the following email: debarmentlist@goaa.org.

25. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

26. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

27. GOOD FAITH EFFORT FOR MWBE AND LDB PARTICIPATION PROGRAM:

Not applicable.

28. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page C-4. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 5.7 of the General Conditions and shall be filed with Authority within ten (10) business days of the date of the Notice of Intent to Award. The Contractor shall provide the Authority with at least thirty (30) days prior written notice of any cancellation or modification or the limits thereunder decreased in Contractor's required insurance coverage.

29. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Bids having erasures or corrections should be initialed in ink.

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

31. PERFORMANCE STANDARDS:

The standards by which the Contractor's performance will be measured are set forth in the General Conditions (Pages GC-1 to GC-24) and Specifications (Pages S-1 to S-12). The successful Bidder's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 9 of the General Conditions.

32. NO BIDS:

In the event a potential Bidder elects not to submit a Bid, such potential Bidder should respond by completing and returning the "No Response to Invitation for Bids" form, Page BF-9, advising Authority of the reason for not submitting a Bid.

33. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid. The responsible and responsive Bidder submitting a Bid having the lowest "Total Three (3) Year Bid Price" on Page BF-3 shall be deemed to have submitted the low Bid. Bid tabulations shall be presented to the Authority's Concessions/Procurement Committee, to the Greater Orlando Aviation Authority Board or its designee, or to the Authority's Executive Director as may be applicable. All parties desiring information regarding the award of the Contract may visit AirportLink's website at http://AirportLink.perfect.com.

34. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all meetings of the Authority's Board are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. The provisions of Section 14 of the General Conditions shall apply to all Bidders. In the event that a Bidder desires to address the Authority's Board, please note that the Board has adopted "Guidelines for Presentations Before the Greater Orlando Aviation Authority," which are available upon request from the Director of Board Services.

* * * * * * * END OF INSTRUCTIONS TO BIDDERS * * * * * * *

	BID FORM		
GREATER ORLANDO AVIATION AUTHORITY			
PURCHASING BID 08-20			
OFFSITE RECO	RDS STORAGE SERVICES		
Greater Orlando Aviation Authority Purchasing Office 8652 Casa Verde Road, Building 811 Orlando, Florida 32827-4338			
Submitted by:	VRC Companies LLC		
Sublitted by.	Name of Bidder		
Address: 1702 Boice Pond Rd			
Orlando, FL 32837			
Federal Employer I.D. No.	82-0796154		
Business Telephone No.	407-770-1490		
Business Fax No.	407-770-1494		
After Business Hours Telephone No.	407-770-1490		
E-Mail Address	othomas@vrcoffl.com		
By:	O-M Signature		
	Omar Thomas		
	Name and Title (Typed or Printed)		
Date:	January 20, 2020		

The undersigned, as Bidder, hereby declares that this Bid is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Bid, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of Authority in connection with the submission of this Bid or the Authority's evaluation or consideration thereof.

BIDDER: VRC Companies LLC

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place(s) where the work is to be done; that it has examined the Contract Documents and has read all Addenda furnished by the Authority prior to the opening of the Bids, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Bid is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Bid Documents), to furnish all labor, supervision, materials, supplies, equipment, transportation, submissions and all other items necessary or proper for, or incidental to, performing offsite records storage services in accordance with the Specification covered by this Bid and the Contract Documents for <u>Purchasing Bid, 08-20</u>, Offsite Records Storage Services at Orlando International Airport and <u>Orlando Executive Airport</u>, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the Contract (or such earlier time as may be stated elsewhere in these Bid Documents), the Bid award may be offered by the Authority to the next ranked Bidder, or the Authority may readvertise for Bids, and in either case the Authority shall have the right to recover from the Bidder the Authority's costs and damages including, without limitation, attorney's fees, to the same extent that Authority could recover its costs and expenses from the Bidder under Section 10 of the Instructions to Bidders if the Bidder withdrew or attempted to withdraw its Bid.

The Bidder further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price payable to the Bidder.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Contract Documents:

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
One	<u>01/17/2</u> 0				
					·

It will be the responsibility of the Bidder to contact AirportLink at (866) 889-8533 or by visiting AirportLink's web site at <u>http://AirportLink.perfect.com</u> or by visiting the Authority Purchasing Department's web site at <u>www.orlandoairports.net/purchasing</u> prior to submitting a Bid to ascertain Addenda, if any, that may have been issued, to obtain all such Addenda and return such Addenda (or portions of Addenda as may be applicable) with the Bid. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

BIDDER: VRC Companies LLC

The Bidder agrees to provide all labor, supervision, materials, supplies, equipment, transportation, submissions and all other items necessary or proper for, or incidental to, performing offsite records storage services described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

OFFSITE RECORDS STORAGE SERVICES

TOTAL FIVE (5) YEAR BID PRICE:

Three Hundred Twenty-Three Thousand, Eight Hundred and Seven Dollars and Twenty Cents <u>\$</u>323,807.20

(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-26 as the "Total Five (5) Year Bid Price."

BIDDER: VRC Companies LLC

(If Bidder is a Sole Proprietorship sign on the line below)

N/A

Company Name (if any)

(SEAL)

(SEAL)

Company Owner's (Bidder's) Signature

Company Owner's Name Printed or Typed

(If Bidder is a **Partnership**, fill in name of the partnership, followed below by the signature of the general partner signing.)

Partnership Name

N/A

BY: _____(SEAL)

General Partner's Signature

General Partner's Name Printed or Typed

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: The name and business address of all principals and partners if a partnership (if a limited partnership, information for general partner only, along with the name of the limited partnership's home state).

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

(If Bidder is a Corporation or Other State-Chartered Business Entity, fill in the name of the corporation or entity, followed by the signature of the authorized officer or agent signing, followed by his title.) $\frac{VRC (OMPanies LCC}{(Name of Corporation or other business entity)}$ BY: (Signature of Authorized Officer) (Affix Corporate Seal) Its: CFO (Title) David Dunavant Officer's Name Printed or Typed ATTEST: <u>Secretary</u>

The Bidder is a corporation or other state-chartered business entity organized under the laws of the State of <u>Deleware</u>, and authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents. If Bidder is a foreign corporation or other business entity, the corporation or entity \checkmark is (or) is not, registered with the Secretary of State of the State of Florida. Foreign corporations or other foreign state-chartered business entities must have a Florida registered agent and must provide a copy of their Florida registration or application as a condition to entering into a Contract with the Authority.

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: the full names and business addresses of each officer, director and holder of 10% or more of the corporation's or entity's outstanding stock, including the corporate office or title of all individuals listed.

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

CONTRACT REFERENCES

List below a company for whom you are presently providing offsite records storage services to and companies you have provided these services to in the past. References should be able to verify services of a type similar to the obligations requested in this Bid (refer to Section 14 of the Instructions to Bidders).

Orlando Health 1. COMPANY NAME: 1355 Atlanta Ave MP1 ADDRESS: Orlando, FL 32806 **Daniel Davidson** CONTACT PERSON: 321-841-5442 PHONE NO .: daniel.davidson@orlandohealth.com EMAIL ADDRESS: **Regions Bank** 2. COMPANY NAME: 2090 Parkway Office Circle ADDRESS: Birmingham, AL 35244 Cindy Rexrode CONTACT PERSON: 205-261-5498 PHONE NO .: Cindy.rexrode@regions.com EMAIL ADDRESS: State Attorney 3, COMPANY NAME: 2000 Main St ADDRESS: Fort Myers, FL 33901 **Debbie Stanbro** CONTACT PERSON: 239-533-9112 PHONE NO.: dstranbro@sao.cjis20.org EMAIL ADDRESS:

Note: Additional references may be provided at the option of the Bidder.

BIDDER: _____

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CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder shall complete, sign and include in its Bid this Certification of Non-Segregated Facilities. Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certifications in its files.

> VRC Companies LLC (Name of Bidder)

By: Bignature)

Date: January 20, 2020

Title: Sales & Development Manager

<u>CONTRACT</u>

THIS AGREEMENT made and entered into effective as of the <u>3</u> day of <u>NovEMBER</u>, 2020, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and **VITAL RECORDS HOLDINGS, LLC D/B/A VITAL RECORDS CONTROL**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish all all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing its obligations under <u>Purchasing Bid 08-20</u>, <u>Offsite Records Storage Services, at the Orlando International Airport and Orlando Executive Airport</u>, in accordance with the Contract Documents which consist of the Contract, Bid Forms, the Instructions to Bidders, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Authority, and in no event shall Contractor be entitled to recover from Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

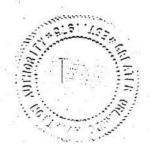
In consideration of the Contractor's obligations set forth in the Contract Documents, Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the contract provisions of Section 2 of the General Conditions, compensation as set forth in Section 2 of the General Conditions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

B08-20 OFFSITE RECORDS STORAGE SERVICES

(Sign this page if the Contractor is a Sole Proprietorship or a Partnership)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, or Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal, all as of the day and year first above written.

"AUTHORITY"



Approved as to Form and Legality this 2rdday of November 20,20

NELSON MULLINS BROAD AND CASSEL

By

Greater Orlando Aviation Authority

WITNESSED BY:

es é Devacament

By: Chief Executive Officer
Its: Chief Executive Officer
Attest:
Secretary
"CONTRACTOR"
<u>Vital Records Holdings, LLC dba Vital Records Control</u>
(Name of Contractor)

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown

Its: Chief Executive Officer

(Title)

By:

Danny Palo

Name of Owner or General Partner Printed or Typed

(Signature of Owner or General Partner)

(Seal)

** * * * * * END OF CONTRACT * * * * * *

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to furnish all labor, supervision, materials, supplies, equipment, transportation, submission and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay the Contractor, subject to authorized deductions, the Unit Prices and Rates, as applicable, set forth in the Bid Form on Pages BF-10 through BF-24 for each item of service authorized by the Authority and actually performed by Contractor to the satisfaction of Authority as required by the Specification.
- 2.2 The Contractor shall invoice the Authority by the tenth of each month following a month in which Contractor performed approved offsite records storage services during the prior month. The Contractor's invoice shall generally describe the service rendered, date and time rendered, department name, the requestor, delivery/pick-up location, number of boxes, and shall contain such other information and is accompanied by such supporting documents and materials as the Authority shall reasonably request.
- 2.3 The Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Authority's satisfaction and/or completed in a timely manner.
- 2.4 The Authority shall notify the Contractor of any specific services that are unsatisfactory to the Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Authority's satisfaction within ten (10) calendar days after Authority's notice, the Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- 2.5 The Authority shall pay the undisputed amount of Contractor's (hereinafter includes "Consultant") invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from later recovering any money paid in excess of that due under the terms of this Contract.
- 2.6 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

2.7 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.
- 3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.
- 3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

4. CONTRACTOR'S LIABILITY:

The Contractor shall be responsible for the prompt payment of any fines imposed on Authority or Contractor by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 4 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 5 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

5. INDEMNIFICATION AND INSURANCE:

5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the

acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless the Contractor and the Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Authority, the Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 5.2 Not applicable.
- 5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 5.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of

the Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Authority or City, either directly or through the Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract.

- 5.5 In any and all claims against the Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.6 No provisions of Section 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.
- 5.7 Insurance The Authority is currently contracted with CertFocus for the management of all insurance certificates related to Authority Contracts. Contractors who enter into a Contract with the Authority will be contacted directly by CertFocus for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors are to respond to CertFocus as directed in the introductory letter as well as any further instructions they may receive from CertFocus.
 - 5.7.1 General Liability and Automobile Liability. Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the Authority and the City, and the members (including, without limitation, all members of the governing Board of the Authority, the City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of Authority and the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.
- 5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 5.7.1.2 <u>Additional Insured Endorsement</u>. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.
- 5.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on Authority property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The Authority will not accept State of Florida exemptions.
- 5.7.3 **Professional Liability Insurance.** Not applicable.
- 5.7.4 Garage Liability Insurance. Not applicable.
- 5.7.5 Garage Keeper's Legal Liability Insurance. Not applicable.

- 5.7.6 **Crime Coverage.** Not applicable.
- 5.7.7 **Pollution Liability Insurance.** Not applicable.
- 5.7.8 Equipment Installation Insurance. Not applicable.
- 5.7.9 Fiduciary Liability Insurance. Not applicable.
- 5.7.10 Other Insurance Requirements. All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.8 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

6. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE:

- 6.1 Prior to Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to **Thirty Five Thousand Dollars (\$35,000.00)**.
- 6.2 The Contractor may elect to provide Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Thirty Five Thousand Dollars (\$35,000.00)**, and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide

Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, if any, to the Contractor.

- 6.3 Prior to the commencement of any renewal or extended term of the Contract, Contractor, at it own expense, shall provide to the Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that complies with the requirements of this Section 6.
- 6.4 Except as provided in this Section 6.4, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months. If the Contractor provides Authority an acceptable Performance Bond or Letter of Credit which has an effective period less than the full initial term of the Contractor shall, at least sixty (60) calendar days prior to the date on which the then current Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Authority shall release any existing Letter of Credit provided by the Contractor upon the Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements.
- 6.5 If the Contractor is required to provide any renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
 - 6.5.1 If the Replacement is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 6.5.2 If the Replacement is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then

current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.

- 6.5.3 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract or be paid to the Contractor during the initial term of the Contract.
- 6.5.4 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).
- 6.6 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, shall give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section 6 constitutes a default under the terms of this Contract and, in addition to all other rights available to the Authority under law, shall give the Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.
- 6.7 Surety Bonds delivered to Authority in satisfaction of any requirement under this Contract must meet the following criteria:
 - 6.7.1 <u>Bid Bonds</u> provided to the Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Authority, or on a form substantially the same as Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.

- 6.7.2 <u>Performance and Payment Bonds</u> provided to the Authority in connection with contracts having a value of <u>\$500,000.00 or less</u> shall be duly issued by an insurer or corporate surety which:
 - 6.7.2.1 Is authorized to conduct insurance business in the State of Florida;
 - 6.7.2.2 Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - 6.7.2.3 Is otherwise in compliance with the provisions of the Florida Insurance Code.
- 6.7.3 <u>Performance and Payment Bonds</u> provided to the Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - 6.7.3.1 Is authorized to conduct insurance business in the State of Florida;
 - 6.7.3.2 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - 6.7.3.3 Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of <u>Best's Insurance Reports.</u>
 - 6.7.3.4 Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by <u>Best's Insurance Reports</u> may be accepted by Authority, but only if approved by Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Authority's Risk Manager may deem appropriate.
- 6.8 <u>Liability Insurance Companies</u> furnishing insurance coverages required by these General Conditions shall (a) be currently licensed to conduct insurance business in the State of Florida, and (b) must have no less than a "B + " Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of <u>Best's</u> <u>Insurance Reports.</u>
- 6.9 In the event that Authority requests Contractor to purchase materials or as a condition to approval of a subcontractor in accordance with Section 8 of the General Conditions, the Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- 6.10 <u>Letters of Credit</u> shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Authority's Chief Executive Officer.

6.11 <u>Liability Insurance Companies</u> furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of <u>A.M. Best's Insurance Reports</u>. If the liability insurer is rated by <u>A.M. Best's Insurance Reports</u> at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Chief Executive Officer may waive the requirement for the insurer to be approved by the State of Florida.

7. CONTRACT ADJUSTMENTS:

- 7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Chief Executive Officer. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Authority.

- 8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 8. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 8.3 In the event that the Contractor employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.
- 8.4 If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are MWBE and/or LDB certified.

9. DEFAULT AND TERMINATION:

- 9.1 In the event that:
 - 9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract provided that notice of the first two (2) failures shall have been given to Contractor, but regardless whether or not Contractor shall have remedied any such failure;or
 - 9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
 - 9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
 - 9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

- 9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or
- 9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Chief Executive Officer or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Chief Executive Officer may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NOTICES:

- 12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Bid. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.
- 12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Chief Executive Officer, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority <u>ATTN:</u> Chief Executive Officer Orlando International Airport One Jeff Fuqua Boulevard Orlando, Florida 32827-4399

12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

- 13.1 During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 13.1.1 **Compliance with Regulations.** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 13.1.2 **Non-discrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 13.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - 13.1.4 Information and Reports. The contractor will provide all information and reports required by the Acts, the Regulations, and 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration Administration.
 - 13.1.5 **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 13.1.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 13.1.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

- 13.1.6 Incorporation of Provisions. The contractor will include the provisions of paragraphs 13.1.1 through 13.1.6 in every subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States.
- 13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:

- 14.1 During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - 14.1.1 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);
 - 14.1.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 14.1.3 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);
 - 14.1.4 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;
 - 14.1.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
 - 14.1.6 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);
 - 14.1.7 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- 14.1.8 Titles II and III of the Americans with Disabilities Act of 1990, 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 CFR parts 37 and 38;
- 14.1.9 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);
- 14.1.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- 14.1.11 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);
- 14.1.12 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).

15. FEDERAL FAIR LABOR STANDARDS ACT:

All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

All contracts and subcontracts that result from this contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. WHISTLE BLOWER REPORTING LINE:

The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general

public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report activity at (866) 773-3022, or through the online reporting such form www.guardianwhistleblower.com. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

18. COPYING DOCUMENTS:

Contractor hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

19. GENERAL PROVISIONS:

- 19.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Invitation for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the Invitation.
- 19.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 19.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of the

Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.

- 19.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 19.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- 19.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 19.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 19.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 19.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the

indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.

- 19.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses incurred in investigating noncompliance with or enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 19.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 19.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 19.13 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.
- 19.14 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.
- 19.15Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Chief Executive Officer or designee. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the

Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Contractor and subcontractors to provide other records the Chief Executive Officer, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority.

- 19.16 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 19.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

- 19.18 Time is of the essence for the performance of each of Contractor's obligations under this Contract.
- 19.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.
- 19.20 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 19.21 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 19.22 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 19.23 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from Contractor in connection with this Contract.
- 19.24 The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Contractor or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or

improvements thereon. In these cases, the Provision obligates the Contractor for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Contractors from the Bid solicitation period through the completion of the Contract.

19.25 In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, subcontractors, and subconsultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Authority under this Agreement. The provisions of this Section 19.25 shall survive the expiration or earlier termination of the Agreement.

19.26 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 AUTHORITY'S CUSTODIAN

OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, <u>PUBLICRECORDS@GOAA.ORG</u>; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- 19.26.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
- 19.26.2 Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
- 19.26.3 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 Authority.
- 19.26.4 Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
- 19.26.5 If a Contractor does not comply with a public records request, the Authority shall enforce the Contract provisions in accordance with the Contract.
- 19.27 The Authority maintains an Automate People Mover ("APM") Systems Safety Program Plan ("APM-SSPP") that is in accordance with current Florida Department of Transportation Regulations. Should the scope and work of this Contract require the Contractor to perform services that are in direct proximity of the dynamic envelope of the APM system (typically 10' radius), including directly above the airspace of the tram guideway for the APM system, the Contractor must request a copy of the Authority's APM-SSPP, comply with the procedures within the APM-SSPP, and receive safety training and certification from the APM operator, prior to performing work within this area. All questions regarding this procedure, are to be referred to the AAR.

* * * * * * * END OF GENERAL CONDITIONS * * * * * * *

SPECIFICATION FOR OFFSITE RECORDS STORAGE SERVICES

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SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

The Contractor shall provide all labor, supervision, materials, supplies, equipment, transportation, submissions, and all other items necessary or proper for, or incidental to, performing offsite records storage services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specification.

1.2 **REGULATIONS**:

- 1.2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 1.2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 1.2.3 Contractor shall manage its business in adherence to and promote the principles and guidelines of Professional Records and Information Services Management, International (PRISM) and Records Storage Guidelines for Archives and Historical Records Repositories, January 1996, from the Florida Department of State.
- 1.2.4 Contractor shall comply with Florida Statute, Chapter 119, Public Records; Florida Statute, Chapter 257, Public Libraries and State Archives; and Florida Administrative Code, Chapter IB-26, Records Management Standards and Requirements.

1.3 WORK HOURS:

Contractor shall normally perform work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Authority's observed holidays. The Authority may require the Contractor to perform work during Non-standard Work Hours, which are between 5:01 p.m. and 7:59 a.m.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 1.4.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.

- 1.4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 1.4.4 Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Authority, if requested.
- 1.4.5 Contractor shall remove from providing service for this Contract, any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 1.4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent in charge of such articles.
- 1.4.7 A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport and Orlando Executive Airport. Each of the Contractor's motor vehicles brought onto the Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- 1.4.8 While working on airport property all Contractor's employees shall wear neatappearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

Not Applicable.

1.6 ITEMS PROVIDED BY THE AUTHORITY:

Not Applicable.

1.7 WARRANTY:

The Contractor warrants all reasonable precautions will be taken to prevent damage to any of the Authority's records. Damage includes but is not limited to damage from fire, flood waters, mold, dirt, humidity, structural or equipment leaks, and insects.

1.8 TOOLS AND EQUIPMENT:

The Contractor shall provide all necessary tools, equipment, computer systems, vaults, shelving, accessories, consumables and facilities required for the performance of the work specified herein.

1.9 QUALITY ASSURANCE:

- 1.9.1 Contractor's Facility shall be within fifty (50) miles of Orlando International Airport as measured from the main terminal building.
- 1.9.2 The Contractor shall be responsible for the safe keeping and protection of all stored boxes and their contents. Contractor shall maintain facility requirements as specified herein. Contractor shall notify the AAR within one (1) business day of any facility or security degradation or emergency that affects or could potentially affect the Authority's stored boxes, and will take immediate steps to remedy such problem at no cost to the Authority and to meet the terms of this Specification.
- 1.9.3 The storage facility shall be a freestanding structure. The structure shall not be immediately adjacent to other building(s) that store the following items: tanks or storage facilities that in the course of their business, store, produce or dispense saw dust, lumber, firearms, ammunition, flammables and/or other combustible substances.
- 1.9.4 The storage facility shall be within a designated security area, providing at a minimum,
 - 1.9.4.1 Limited access,
 - 1.9.4.2 Automatic fire suppression system within the storage area,
 - 1.9.4.3 Climate control (thermostatically controlled for temperature and humidity),
 - 1.9.4.4 Pest-control, and
 - 1.9.4.5 Security and/or monitoring twenty-four (24) hours a day, seven (7) days a week.

1.10 CONTACT/COMMUNICATION CHANGES:

The Contractor shall provide written notice to the AAR at least two (2) weeks before any change occurs to the Contractor's point of contact and/or any change to the after hours communications system and applicable phone numbers. If an unexpected change occurs the Contractor shall notify the AAR immediately.

PART TWO - PRODUCTS

2.1 MATERIALS:

- 2.1.1 The Contractor shall furnish all documentation and forms necessary for providing Offsite Records Storage Services.
- 2.1.2 Inventory and pickup forms will have "fill-in the blank spaces", where documentation can be easily supplied regarding boxes/containers for the Contractor to pickup and/or deliver. The forms supplied by the Contractor shall have at a minimum the following headings:
 - 2.1.2.1 Customer Name,
 - 2.1.2.2 Department,
 - 2.1.2.3 Prepared By,
 - 2.1.2.4 Date Prepared,
 - 2.1.2.5 Page Number,
 - 2.1.2.6 Bar Code Label,
 - 2.1.2.7 Description of Records,
 - 2.1.2.8 A Start Month/Day/Year (date data stored), and
 - 2.1.2.9 An End Month/Day/Year (date of anticipated destruction subject to Authority direction and approval).
- 2.1.3 A vendor on-line transmittal form may be used in place of a paper form.

PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

- 3.1.2 Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 3.1.3 Contractor shall notify the Authority in writing a minimum of thirty (30) days prior to making changes in location.

3.2 **STORAGE/ACCOUNTABILITY**:

- 3.2.1 The Contractor shall provide the facility and all documentation for the storage and accountability of Authority boxes.
- 3.2.2 All Authority boxes will be individually marked and tagged by Contractor-provided bar code labels, prior to pick up by Contractor.
- 3.2.3 Contractor shall repair, including but not limited to, replacement and/or repackaging, if necessary, at the Contractor's expense any record boxes that are damaged after accepted for storage.
- 3.2.4 Accountability of Authority boxes shall include indexing, retrieval and re-filing (Indexing shall encompass both the marking/tagging and the initial filing of a box.) Contractor shall provide both for standard (normal) and rush retrieval and refiling of boxes.
- 3.2.5 Storage and accountability shall be for the following:

ltem	Size
Standard Archival Boxes	13"x10.5"x16"
Building Plans Boxes	41″x33″x1″
X-Ray Boxes	6.5″x15.5″x20.5″
Micro-Media Boxes (small)	13"x10.5"x16"
Micro-Media Boxes (large)	15″x14″x5″
Secure Vault Storage and Climate Control Boxes	15"x5.5"x10"; 15.5"x5"x13"; 11.5"x5"x13"

3.2.6 The Authority shall not at any time store with the Contractor any materials that are highly flammable, explosive, toxic, radioactive, dangerous or illegal to store, or that are otherwise deemed by the Contractor to represent a hazard ("Prohibited Materials"). The Contractor reserves the right, but is not obligated to, inspect any records and may refuse to accept and/or remove and redeliver to the Authority any Prohibited Materials. The Authority shall also not store with the Contractor any negotiable instruments, jewelry, cash or other items that have intrinsic market value.

3.2.7 The Contractor shall store all Secure Vault Storage Boxes in a secure climate controlled room to include but not limited to microfilm, x-rays, compact discs, and other sensitive materials identified by the Authority.

3.3 DELIVERY, PICKUP LOCATIONS AND TIMES:

- 3.3.1 Delivery and Pick-up requests for all records will be authorized and initiated by Authority's Director of Board Services or Records Management Specialist. After award and if changed, the AAR will provide, by name, a list of the personnel in the previously mentioned positions. General information regarding the delivery and/or pickup will be provided by the Authority Representative(s).
- 3.3.2 Delivery and pickups shall be to and from any of the following, as directed by the Authority:
 - 3.3.2.1 5850-B Cargo Road, Orlando, Florida 32827
 - 3.3.2.2 5855 Cargo Road, Orlando, Florida 3282
 - 3.3.2.3 8550 Casa Verde Road, Orlando, Florida 32827
 - 3.3.2.4 8652 Casa Verde Road, Building 811, Orlando, Florida 32827
 - 3.3.2.5 Main Terminal, as directed by the AAR, One Jeff Fuqua Boulevard, Orlando, Florida 32827
 - 3.3.2.6 5850-A Cargo Road, Orlando, Florida 32827
 - 3.3.2.7 Orlando Executive Airport ("OEA"), 365 Rickenbacker Drive, Orlando, Florida 32803.
 - 3.3.2.8 The Authority reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes shall be documented in writing by the AAR.
- 3.3.3 With any delivery, the Contractor shall supply the Authority with documentation supporting the delivery. Documentation provided shall include information essentially the same as the following:
 - 3.3.3.1 Some type of Contractor internal tracking number,
 - 3.3.3.2 Time and date of request for delivery,
 - 3.3.3.3 Name of Authority Representative requesting delivery,
 - 3.3.3.4 Authority assigned box/carton number(s), and
 - 3.3.3.5 Authority DESCRIPTION(s) from the exterior of the box and/or the initial index and filing paperwork

- 3.3.4 Delivery and/or Pickup Time:
 - 3.3.4.1 Normal delivery and/or pickup during the Authority's Standard Work Hours will be initiated by Authority telephonic/fax/E-mail, or in-person coordination with the Contractor. Requested item(s) shall be delivered to the specified location within twenty-four (24) hours of the request.
 - 3.3.4.2 Urgent delivery and/or pickup will be initiated by Authority telephonic/fax/E-mail, or in-person coordination with the Contractor a maximum of four (4) business hours prior to the need by date and time. Requested item(s) shall be delivered to the specified location. (Example: Authority notification at 8:30 a.m., Monday (unless an Authority holiday) shall be delivered no later than 12:30 p.m., the same day or another example is Authority notification at 4:00 p.m., Friday shall be delivered no later than 11:00 a.m., the following Monday (unless an Authority holiday).
 - 3.3.4.3 Rush delivery and/or pickup will be initiated by Authority telephonic or in-person coordination with the Contractor. Rush delivery shall be during the Authority's normal business hours. Requested item(s) shall be delivered to the specified location within two (2) business hours of the request. (Examples: Authority request at 8:00 a.m., Monday shall be delivered no later than 10:00 a.m., the same day, unless an Authority holiday or Authority request at 4:30 p.m., Friday shall be delivered no later than 9:30 a.m., the following Monday (unless an Authority holiday).
 - 3.3.4.4 Non-Standard Work Hours delivery will be initiated by Authority telephonic or in-person coordination with the Contractor. Non-Standard delivery will be a required delivery at any time other than the Authority's normal business hours, to include Authority holidays. Requested item(s) shall be delivered to the specified location within two and one-half (2½) hours of the request. For purposes of non-standard hours, the request could be made during standard hours with delivery during non-standard hours or at any time other than standard hours. (Example: Authority request at 4:30 p.m., Tuesday with delivery required as soon as possible, but no later than 7:00 p.m., that same Tuesday or Authority request at 9:00 a.m. Saturday with delivery required as soon as possible, but no later than 11:30 a.m. that same day.)

3.4 AUTHORITY'S PICK-UP AND ON-SITE SERVICES:

- 3.4.1 Authority's personnel may choose to pick up the records on-site at the Contractor's location and shall follow the same procedure for submitting a reference request work order, but add a note in the comment box stating the Authority's intent to pick up or view the records on-site.
- 3.4.2 Files and/or boxes removed by authorized Authority personnel shall be documented utilizing the same form as for delivery service.

3.4.3 All services provided for pick-up and on-site services requests shall be under the normal pricing schedule.

3.5 ADMINISTRATIVE SERVICES:

- 3.5.1 Contractor shall provide all labor, supervision, materials, supplies, equipment and all other items associated with administrative services. Administrative services shall include:
 - 3.5.1.1 Copy service for black and white copies up to and including eleven inches by seventeen inches (11"x17").
 - 3.5.1.2 Facsimile transmission of requested information and/or email.
 - 3.5.1.3 Research of, or through, stored media.

3.6 PERMANENT WITHDRAWAL:

The Authority may have a need to permanently withdraw records from the Contractor's location. If so, the Authority shall submit a work order indicating the records to be removed. The records shall be delivered just as they are for a reference request. Items that are permanently withdrawn may not be returned for re-file in the Contractor's location and will be removed from the Authority's storage invoice. If the Authority wishes to store permanently withdrawn records in the Contractor's location at a later date, the boxes will be properly labeled as new boxes for storage. Permanent withdrawal will not incur an additional charge, only what is approved for retrieval.

3.7 <u>RECORDS DESTRUCTION:</u>

- 3.7.1 Contractor shall provide all labor, equipment and coordination for proper disposal of shredded documents, as well as certification and documentation supporting such effort, as required by the Authority and so directed by the AAR, for the destruction of Authority files and/or boxes and the papers, documentation, and film stored therein. At the discretion/direction of the AAR, the Contractor shall accomplish destruction by either the Contractor's normal disposal and/or recycling procedures or the complete destruction of the requested item(s). Contractor shall not destroy any material without written approval from the Records Management Specialist or Director of Board Services. The Authority reserves the right to have the AAR or a designee present during the actual destruction process.
- 3.7.2 At the request of the AAR, the Contractor shall accomplish the complete destruction of Authority stored cartons and/or the items contained therein. Complete destruction shall result in the item(s) being shredded. At the discretion of the AAR, the AAR or designee will be present during the destruction process.
- 3.7.3 Within two (2) business days after the actual destruction process, the Contractor shall provide the Authority with a Certification of Destruction. This Certification shall contain, at a minimum, the following information:
 - 3.7.3.1 Date/time of destruction,

- 3.7.3.2 Location where destruction took place,
- 3.7.3.3 Name or person performing destruction,
- 3.7.3.4 Name of witness
- 3.7.3.5 Description of item destroyed, e.g., all contents and container identified as GOAA, Standard Box number 123, and
- 3.7.3.6 Method of destruction.
- 3.7.4 If the destruction services are sub-contracted, the Contractor shall have a minimum of one (1) person present during the Authority requested destruction process. The Sub-Contractor must perform destruction at the Contractor's Facility.

3.8 REPORTS:

- 3.8.1 Contractor shall provide an annual inventory run of all boxes in storage, retrievals and number of boxes not returned to the storage center. The listing shall be printed in font size ten (10) for legibility and include, but not be limited to:
 - 3.8.1.1 Name of the department making request,
 - 3.8.1.2 Authority designated department code,
 - 3.8.1.3 Date/time of request,
 - 3.8.1.4 Date/time of delivery, and
 - 3.8.1.5 Name of person accepting delivery.
- 3.8.2 Contractor shall provide an automated inventory system.
- 3.8.3 Contractor shall provide a software management tool which will allow the Authority to access inventory data, work order history, and standard reports.
- 3.8.4 Quarterly, Contractor shall submit to the AAR a Records Disposition Request Notice. Information should include the following: customer name, department, Authority's box number, description of the records, and date the records were stored.

3.9 RECORDS AND DOCUMENTATION:

3.9.1 Unless a greater retention period is required by State or Federal law, all reports, logs and/or documentations pertaining to this Contract shall be retained by the Contractor for a period of six (6) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the record retention period, the Contractor agrees to furnish, when requested to do so, all documents required to be retained.

- 3.9.2 The Contractor shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold the Authority harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Contractor of confidential records whether public record or not and promises to defend the Authority against the same at its expense.
- 3.9.3 The Contractor shall maintain all records required to be maintained pursuant to this Contract in such a manner as to be accessible by the Authority upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.10 TRANSITION:

Contractor shall attend transition coordination meetings to the extent necessary or appropriate to complete the transition, as determined by the Authority before and after the commencements of the Contract, and again, before and after termination of such Contract, if upon expiration or termination a new Contractor has been selected to perform the Offsite Records Storage Services.

3.11 DISASTER RECOVERY:

- 3.11.1 Disposition of Unrecoverable Authority's Records The Contractor shall document those records that are lost or unsalvageable due to the effects of fire, hurricanes, or other disasters. Contractor shall record the record description, title inclusive date range, retention schedule number and quantities of each series lost or disposed of, and indicate clearly that the records were lost or destroyed due to the effects of a disaster and provide a copy to the Authority.
- 3.11.2 Contractor shall be responsible to restore, at no cost to the Authority, any and all records that are damaged, while under the care of the Contractor, regardless of whether the damage results from improper or negligent maintenance practices, vandalism, act of God, etc.

3.12 SAFETY AND PROTECTION:

3.12.1 The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

* * * * * * * END OF SPECIFICATIONS * * * * * * *

CONSENT AGENDA ITEM #11

MEMORANDUM

TO:	CFX Board Members
FROM:	Son Nguyen Risk Manager
DATE:	April 18, 2024
SUBJECT:	Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company

Board approval of the fiscal year 2025 Commercial Inland Marine insurance policy with Zurich American Insurance Company (Zurich) in the amount of \$1,530,279.00 is requested. The insurance premium is \$1,480,315.59 with \$49,963.41 for any mid-year additions. This policy covers property damage to bridges, overpasses, toll plaza facilities and resulting loss of revenue. The current policy expires July 01, 2024.

CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for the solicitation and evaluation of proposals for insurance coverage. HUB marketed CFX's insurance package to eight carriers (Allianz, Liberty Mutual, Markel, Starr, Swiss, Tokio, Travelers, and Zurich). Seven carriers declined coverage due to reasons ranging from the susceptibility of the current property market in Florida to the high total insurable value maintained by CFX. Staff concurs with HUB's recommendation to accept the policy with Zurich.

This policy is included in the OM&A Budget.

Reviewed by:

isa Lumbard

Chief Financial Officer

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





Bridges and Toll Plazas Policy Marketing Report

July 1, 2024 to July 1, 2025

The Commercial Inland Marine policy that CFX purchased from Zurich American Insurance Company (Zurich) in 2023 was the second year of a 2-year policy that expires on July 1, 2024. This policy covers physical damage to the toll facilities and bridges and loss of revenue caused by that damage.

The policy was marketed to all known carriers in the public risk and infrastructure field. The following carriers declined to provide proposals: Markel, Liberty Mutual, Starr, Travelers, Allianz, Swiss and Tokio. The major reasons were due to the susceptibility of the property market in Florida and the high Total Insured Value that CFX maintains.

On the Zurich proposal the total loss limit remains at \$75,000,000, the waiting period for Loss of Revenue is 10-days and the All Other Perils deductible is \$250,000.

COVERAGE	TIV		RATE	тот	AL CHARGE
PHYSICAL DAMAGE (Total Insured Value)	\$	1,875,211,623	0.05012223	\$	939,898
LOSS OF REVENUE (Toll Revenue)	\$	709,400,000	0.06432799	\$	456,343
TOTAL	\$	2,584,611,623		\$	1,396,241
TRIA			0.05	\$	69,418
TOTAL PREMIUM & TRIA				\$	1,465,659
FIGA SURCHARGE				\$	14,656.59
				\$	1,480,315.59

The 2023 values and premium were as follows:

Total Insured Value	Toll Revenue	Annual Premium
\$1,596,810,232	\$644,660,000	\$1,099,904.43
Rate: .0429112/\$100	Rate: .0550732/\$100	

Due to the current market conditions and capacity availability, HUB recommends acceptance of the Bridges and Toll Plaza policy from Zurich.

CONSENT AGENDA ITEM #12

MEMORANDUM

TO:	CFX Board Members
FROM:	Aneth Williams Will Director of Procurement
	4 11 10 2024

DATE: April 18, 2024

SUBJECT: Approval of Contract Award to AtkinsRealis USA, Inc. for Toll System Replacement Consultant Services Contract No. 002106

Board approval of contract award to AtkinsRealis USA, Inc. in the amount of \$6,000,000.00 is requested. This will be a single source procurement.

The work to be performed includes program support for the Toll Collection System.

This contract is included in the Five-Year Work Plan and OM&A Budget.

Reviewed by:

Joann Chizlett

Director of Special Projects

Jim Greer

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



AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ATKINSREALIS USA, INC. D/B/A ATKINS NORTH AMERICA, INC.

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

CONTRACT NO. 002106

CONTRACT DATE: MAY 9, 2024

CONTRACT AMOUNT: \$6,000,000.00

CONTRACT

This Contract is made between 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 ATKINS NORTH AMERICA, INC. d/b/a ATKINSREALIS USA, INC., a Florida limited liability company, registered and authorized to do business in the State of Florida, whose principal address is 482 South Keller Road, Suite 300, Orlando, Florida 32810, 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 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 CONSULTANT to perform toll system replacement consultant services and related tasks as outlined in the Scope of Services under Contract No. 002106; and

WHEREAS, CFX has determined to its satisfaction that, although there are other companies who can provide the required services, the CONSULTANT has been selected as the best company to perform toll system replacement consultant services at the level of quality required to meet CFX standards and time commitments; and,

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

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

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract. The services to be provided under this Contract include performing program management and coordination, commissioning and testing of new or modified tolling points and/or software upgrades, final system acceptance support, toll technologies support, business intelligence, reporting and monitoring support, toll system engineering support including, but not limited to toll design plan reviews and specification design guidelines development, and operations support and related tasks as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of "Compensation, and,
- 1.4 The Fee Proposal submitted by CONSULTANT.

(collectively, the "Contract")

2. TERM AND NOTICE

The initial term of the contract will be five years beginning June 25, 2024. There may be three (3) one (1) year renewal options. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal, if any.

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONSULTANT will be paid for all work properly performed prior to termination. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause. If 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, 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 CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract Term is a not-to-exceed amount of \$6,000,000.00.

3.2 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation attached as **Exhibit "B"** utilizing the hourly rates defined in the Price Proposal attached hereto as **Exhibit "C."**

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

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

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 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 CONSULTANT or keep and maintain public records required by the public agency to perform the service. If CONSULTANT transfers all public records to the public agency upon completion of the contract, CONSULTANT shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

<u>No Contingent Fees.</u> 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 at its sole discretion.

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 August 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

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 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.

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.

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

7.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00). 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.

7.2 **Workers' Compensation Insurance** if applicable, including all coverage required under the laws of the state of Florida (as amended from time-to-time hereafter).

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, 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 thirty (30) 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 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.

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.

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

8. CONSULTANT RESPONSIBILITY

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

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

9. INDEMNITY

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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

Further, CONSULTANT 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 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, board members, 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. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures,

specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

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

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

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

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

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

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

discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there 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:

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

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

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

12. PERMITS, LICENSES, ETC.

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

13. 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.

14. 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.

15. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT 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, CONSULTANT agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. SUBLETTING AND ASSIGNMENT

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

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

17. DISPUTES

All services shall be performed by the CONSULTANT 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, provided, however, that CONSULTANT retains a right to initiate a proceeding for adjudication or enforcement. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

18. OTHER SEVERABILITY

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

19. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONSULTANT 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 CONSULTANT, supplier, subconsultant, 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."

CONSULTANT 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 CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity."

21. APPLICABLE LAW; VENUE

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

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

22. **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.

23. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If 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.

24. 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:

24.1 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

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

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

24.4 Obligations upon expiration or termination of the Contract; and

24.5 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.

25. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

26. INSPECTOR GENERAL

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

27. E-VERIFY

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

28. APPROPRIATION OF FUNDS

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

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 29.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 29.4. been engaged in business operations in Cuba or Syria; or

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

30. NOTICE TO THE PARTIES

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

CFX:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 ATTN: Director of Special Projects
	CONSULTANT: ATKINSREALIS USA, INC. d/b/a ATKINSNORTH AMERICA, INC 482 South Keller Road, Suite 300 Orlando, Florida 32810 Attn: Tom Knuckey, PE National Toll Technology Director

31. EXHIBITS

This Contract references the exhibits listed below.

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

IN WITNESS WHEREOF, the parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the _____ day of _____, 2024 and AtkinRealis USA, Inc. d/b/a Atkins North America, Inc. signing through its _____ duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: <u>Aneth Williams</u> Director of Procurement

ATKINSREALIS USA, INC d/b/a ATKINS NORTH AMERICAN, INC.

By: _____

Print Name:

Title:_____

ATTEST: _____(Seal)

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: _

Angela J. Wallace General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

This scope of work is in response to the Authority's request for AtkinsRéalis continued Toll Collection System (TCS) program support. AtkinsRéalis' services supporting the implementation and operations of the TCS will include project management support and technical support to assist the Authority with its management and operations of the Toll System. AtkinsRéalis will assist in the review of toll facility plans and standards, and support technology innovation assessments. Support will also include development and maintenance of data analytic tools to support the management of performance indicators, and system monitoring.

AtkinsRéalis' fee estimate provides a budget for the level of effort expected based on discussions and direction from the Authority. However, the actual project support needed over the term of the Task may be more or less than the estimated budget amount and will be at CFX's direction.

1 – Task Scope of Work

The task is understood to be both continued TCS (toll collection system) oversight, testing, support of the operations of the TCS contract, and development of data analytics tools, support for toll facility plans review and standards, operations – maintenance support, and technology assessments. The work is broken into the areas below.

Program Management and Coordination

This task consists of overall program management and administrative support for the duration of the implementation of this task.

AtkinsRéalis will provide general program management and coordination support related to the toll collection system; including system modifications, testing, maintenance, enhancements, and associated standards, documentation and plan reviews, and support for technology projects related to for the toll collection.

AtkinsRéalis will assist with meeting arrangements and preparations, facilitation and following-up for project meetings. AtkinsRéalis will also coordinate meeting agenda items, maintain a project action item tracking list, monitor project progress, review Contractor monthly maintenance progress reports and schedule updates. AtkinsRéalis will also assist with administration of the document submittal and control process, facilitate any necessary document reviews, assist with contract administration, and administration of project close-out.

This will provide support for document administration and control, coordination of document reviews, tracking of review comments and final disposition of comments for those project documents that are submitted through or handled by AtkinsRéalis.

This work also includes AtkinsRéalis' internal project management and administration, progress reporting and invoicing.

TCS Contractor Management Support

AtkinsRéalis will provide contractor management support for the TCS contract for the implementation, installation and testing of the toll system at new lane or plaza locations as part of responding to CFX additions and changes to the Agency toll locations.

- New Task Order development and oversight support
- Review of TCS documentation
- Refresh hardware oversight support
- Testing and acceptance support, reporting and auditing

Operations and Maintenance Support

AtkinsRéalis will provide operations support for the toll system operations.

- System operations support
- System monitoring and audit support
- Data and reports review and analysis
- Trending analysis
- Monitoring of Monthly Maintenance Performance Measures (MPMM) for SLA status
- Calculation of damage from system revenue loss

New Installations, Commissioning and Testing Support

AtkinsRéalis will provide limited project management oversight for the implementation, installation, commissioning and testing of the new toll system at new lane or plaza locations as part of responding to CFX additions and changes to the Agency toll locations.

- Coordination and support of new toll lane installations
- Support in the development of new lane Task Order
- Lane Commissioning Testing participation and report support
- Review of data of newly commissioned lanes
- Review of contractor provided as-built plans

Toll Engineering and Plans Review Support

AtkinsRéalis will provide project management and technical support coordinating in and performing engineering reviews of the new CFX toll facility plans, and standards for oversight of the toll system's.

- Toll facility Plans review, coordination, and tracking
- Toll Design Details standards review, development, and modification
- Toll Facility specification review, development, and modification
- Coordination with CFX team related to Toll facility plans and review
- Documentation management of plans review and projects

Technology Innovation and Change Assessment Support

AtkinsRéalis will provide project management and technical support coordinating and performing assessments, reviews and supporting demonstrations, and research of new technologies at CFX's request that are intended to support business and operational needs for CFX.

- Technology assessments
- Pilot or demonstration project support

- Renewal and replacement of current technologies
- Research and assessment of future technologies
- Review of technology proposal and assessment

Business Intelligence, Reporting and Monitoring Support

AtkinsRéalis will provide Business Intelligence (BI) support staff to develop dashboards and tools in the CFX infinity data environment to support the operations and maintenance of the CFX Infinity Toll System.

- Designing and implementing data models in the CFX environment to support BI reporting needs, ensuring efficient data storage and retrieval
- Developing and maintaining Extract, Transform, Load (ETL) processes to extract data from various sources, transform it into a usable format, and load it into the Infinity Datamart
- Develop Power Bi reports
- Maintain and enhance Power Bi reports
- Verify accuracy data sets used in Power Bi
- Support data query development and maintenance

AtkinsRéalis will provide support in interpreting the data, and monitoring support as requested by CFX. This will be accomplished through frequent meetings, discussions, and support in monitoring and reporting on the toll system performance.

1. AtkinsRéalis Resources Approach

The AtkinsRéalis team will be led by Tom Knuckey, P.E., as Program Manager, and will include dedicate support from Nicole Villegas, P.E. as Project Manager, and other resource directly supporting CFX on as needed basis.

The proposed key personnel are experienced in this work, located in Orlando, and very familiar with contract requirements having supported the prior tasks related to the development of the RFP, and implementation and testing of the TCS (Toll System Upgrade Program) project.

- Chris Bausher, P.E., Principal-in-Charge
- Tom Knuckey, P.E., Program Manager
- Nicole Villegas, P.E., Project Manager
- Other technical and subject matter experts as needed (located primarily in the Orlando AtkinsRéalis office location)

Staffing may change depending on CFX needs and AtkinsRéalis resource availability.

2. Duration of the Task

It is suggested that the Contract time duration for this activity be from ______ through ______.

3. Task Fee Summary

It is understood that this is a time and materials task order and that all fee information is estimated based on the stated number of hours of support. The hours indicated in the fee estimate should not be considered to represent actual hours needed to complete the tasks, but rather an estimate of the number of hours used to quantify the task

fee. This estimate is limited based on current information and should the task need increase or change beyond what can be foreseen, the project budget may need to be changed. AtkinsRéalis is committing to providing appropriate resources; however, individual resources and hours may change throughout the project at CFX request or beyond AtkinsRéalis control. AtkinsRéalis support is limited to the total dollar budgeted amount indicated below. Additional work beyond the budgeted amount will require supplemental funding. AtkinsRéalis will not exceed the fee amount without CFX advanced approval.

Direct Expenses

Total travel expenses are estimated at _____ for the duration of the project.

CONSENT AGENDA ITEM #13

MEMORANDUM

TO:	CFX Board Members
FROM:	Aneth Williams Will Director of Procurement

DATE: April 22, 2024

SUBJECT: Approval of Purchase Order to Integrated Synergy, Inc. for Data Collection Sensor (DCS) Readers

Board approval is requested to issue a purchase order to Integrated Synergy, Inc. in the amount of \$294,588.00 for DCS Readers. This will be a sole source purchase.

CFX currently utilizes multi-protocol readers to calculate travel times throughout all the corridors. The current devices on the system have been in service since 2016 and have reached end of life.

This purchase 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



CONSENT AGENDA ITEM #14

MEMORANDUM

FROM: Aneth Williams

DATE: April 18, 2024

SUBJECT: Approval of Supplemental Agreement No. 3 with Volkert, Inc. for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project Project No. 599-233, Contract No. 001632

Board approval of Supplemental Agreement No. 3 with Volkert, Inc. in the amount of \$679,644.60 is requested. The original contract was for five years with five one-year renewals.

The work will consist of providing professional services in conducting a PD&E Study for the proposed Southport Connector.

Original Contract	\$2,000,000.00
Supplemental Agreement No. 1	\$ 669,810.55
Supplemental Agreement No. 2	\$ 425,180.26
Supplemental Agreement No. 3	\$ 679,644.60
Total	\$3,774,635.41

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

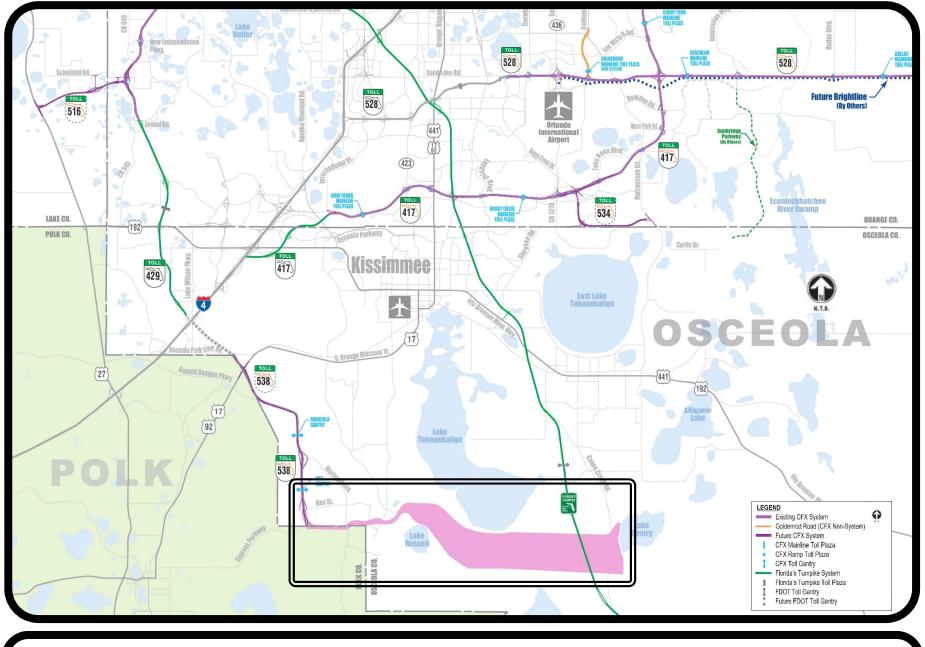
Reviewed by:

Will Hawthorne, PE **Director of Transportation Planning** & Policy

Glenn Pressimone, PE

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

WWW.CFXWAY.COM



Project Location Map for Southport Connector Expressway PD&E Study (599-233)

SUPPLEMENTAL AGREEMENT NO. 3

ТО

AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

Southport Connector Project

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY ("Supplemental Agreement") is made and entered into this <u>9th</u> day of <u>May</u>, 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 VOLKERT, INC., an Alabama Corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 12, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 11, 2023 (collectively, "Agreement"); and

1

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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 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 upward by \$483,500.11 to \$2,133,849.28.
 - b. The Design Survey Field (Prime) is adjusted upward by \$56,101.63 to \$56,101.63.
 - c. The Direct Expenses Lump Sum is adjusted upward by \$744.78 to \$15,631.69.
 - d. The Direct Expenses Limiting Amount remains unchanged at \$7,878.00.
 - e. The Subcontract Items are adjusted upward by \$139,298.08 to \$1,561,174.81 as follows:
 - AECOM \$13,566.82

• RS&H \$125.731.26

- f. The Allowance remains unchanged at \$0.00
- g. The Total Maximum Limiting Amount is adjusted upward by \$679,644.60 to \$3,774,635.41.
- Exhibit "C" Details of Cost and Fees of the Agreement is hereby amended to increase The Class I Classification Rate Maximums as outlined in the attached Exhibit "C".
- 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 VOLKERT, INC.

By:_____

By:_____

Print Name: <u>Aneth Williams</u>

Print Name: _____

Title: _____ Director of Procurement

Title:

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

By:_____

Print Name: Jo O. Thacker

Title: _____Outside Counsel

Contract No. 001632

Exhibit "A"



MEMORANDUM

Date:	April 16, 2024	
То:	Will Hawthorne, PE - CFX Director of Transportation Planning & Policy	
From:	Jonathan Williamson, AICP - Dewberry Project Manager $\mathcal{F}\mathcal{W}$	
Subject:	CFX Project No. 599-233	
	Southport Connector Expressway - Poinciana Parkway to Canoe Creek Road (CR 523) Supplemental Agreement #3	

Comments:

I have reviewed the Supplemental Agreement #3 fee sheet and scope of services submitted by Volkert Inc., provided on April 10, 2024, for the Southport Connector Expressway. This requested Supplemental Agreement #3 is to provide professional services involving additional concept development and alternatives analysis and documentation, reevaluation of proposed stormwater management concepts, expanded public involvement and community outreach program, and coordination of enhanced 3D corridor modeling.

The Supplemental Agreement #3 request is attached, and costs are detailed below:

\$ 540,346.52Volkert as Prime\$ 139,298.08Total Subconsultant Fees\$ 679,644.60Total Requested Additional Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement #3 in the amount of \$679,644.60.

Should you have questions or need additional information, please call me at 321-354-9614.

CC:

Keith Jackson, PE Dewberry File

Volkert, Inc. 2300 Maitland Center Parkway, Suite 320 Maitland, FL 32751 407-965-4211 www.volkert.com



April 10, 2024

Mr. Will Hawthorne, P.E., Director of Transportation Planning and Policy Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Southport Connector: Poinciana Parkway to Canoe Creek Road (CR 523) Project Development and Environment Study CFX Project No. 599-233; CFX Contract No. 001632 Supplemental Agreement #3 (S.A. #3)

Dear Mr. Hawthrone:

The attached scope of services and fee proposal to provide additional professional services required for Contract No. 001632 is hereby submitted by Volkert, Inc. for CFX approval. The additional scope of services includes additional community outreach with the newly formed Community Engagement Group, additional engineering data collection, continued coordination with CFX regarding design traffic reevaluation, additional design concept development including right-of-way impact analysis using contour mapping, field survey data, and 3D corridor modeling in select locations, continued evaluation and documentation of the proposed alternative alignment (SCAR), reevaluation of proposed stormwater management concepts, update of the Sociocultural Effects (SCE) analysis and technical memorandum.

The original study was scheduled to be completed by December 2021. A 15-month schedule extension was approved as part of S. A. #1 and a 12-month schedule extension was approved as part of S.A. #2. An additional 16-month schedule extension is requested to complete the services associated with S.A. #3 resulting in an anticipated project completion date of June 2025. The fee proposal for S.A. #3 is detailed in the attached supporting information and is allocated as follows:

- Total for Volkert as Prime: <u>\$540,346.52</u> (\$484,244.89 for Engineering; \$56,101.63 for Survey)
- Total for Subconsultants: <u>\$139,298.08</u>
- Total for S.A. # 3: <u>\$679,644.60</u>

Volkert, Inc. appreciates the opportunity to continue serving the Central Florida Expressway Authority. If you have any questions or require any additional information, please do not hesitate to contact me at (321) 297-6812 or <u>ralph.bove@volkert.com</u>.

Sincerely,

Ralph S. Bove, Jr., Vice President

Enclosures

Central Florida Expressway Authority

SCOPE OF SERVICES

Project Development and Environment (PD&E) Study

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523) Supplemental Agreement No. 3 (S.A. #3)

Osceola and Polk Counties

CFX Project # 599-233

Contract # 001632

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

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, Volkert, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The following is a summary of additional work effort included in this Southport Connector Expressway PD&E Study Supplemental Agreement No. 3 (S.A. #3):

Task 1: Public Involvement

- Continue coordination with CFX, GEC, and PIC regarding additional updates to Public Involvement Plan and enhanced community outreach program.
- Prepare for and attend meetings with the newly formed Community Engagement Group.
- Continue coordination with CFX, GEC and PIC regarding design visualization work effort by others (Classen Graphics).
- Continue coordination with CFX, GEC and PIC regarding additional public correspondence.

Task 2: Engineering Analysis and Reports

- Additional data collection, field reviews, and field survey related to updating existing corridor conditions, project base maps, project CADD files, and right-of-way impact analyses.
- Additional coordination with CFX, GEC, T&RC, Polk and Osceola county staff, and others is anticipated during the design traffic reevaluation.
- Additional crash data collection and safety analysis to support updates to existing conditions analyses and project design traffic reevaluation.
- Update current project concepts and alternative variations and develop, update, and evaluate additional project alternative variations. Includes continued evaluation of proposed community alternative alignment (SCAR) plus additional roadway concepts, typical sections, structures analysis, access management reviews, cost estimates, and review of impacts to drainage and utilities.

- Update construction cost estimates using most recent unit cost data provided by GEC.
- Conduct right-of-way impact analysis using contour mapping, field survey data, and 3D corridor modeling in select locations.

Task 3: Environmental Analysis and Reports

- Additional update of the Draft Sociocultural Effects (SCE) Technical Memorandum using the most current American Community Survey 5-Year Estimates.
- Update project documents to include summary of additional project concepts.

Task 4: Miscellaneous

• Additional contract management, coordination with other entities, and progress meetings.

PURPOSE

No change.

STUDY OBJECTIVE

No change.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

No change.

Notice to Proceed Meeting/Scoping Meeting

No change.

Key Personnel

No change.

Correspondence

No change.

Submittals

- Updated Existing Conditions Technical Memorandum.
- Updated Socio-Cultural Effects Technical Memorandum.
- Draft and Final Technical Memorandum for the Bridge Pier Analysis.
- Draft and Final Technical Memorandum for the review of the SCAR Project Alternative.

Coordination with other Entities

Additional coordination with other entities will be required.

Project Schedule

The following dates and schedule durations are provided for reference:

• August 26, 2020: Executed contract documents received by the CONSULTANT (note, the contract term is five years).

- September 2, 2020: Date of notice to proceed letter with an original 15-month study schedule (anticipated end date of December 2, 2021).
- May 12, 2022: Executed S.A. #1 received by the CONSULTANT, extending the study duration 15 months with an anticipated end date of March 2, 2023.
- May 11, 2023: Executed S.A. #2 received by the CONSULTANT, extending the study duration an additional 12 months with an anticipated end date of March 2, 2024.

This S.A. #3 will extend the project schedule an additional approximately sixteen (16) months with a revised anticipated end date of June 2, 2025.

Quality Control

No change.

Project Management, Meetings and Coordination

The CONSULTANT shall continue maintaining files, producing progress reports and meet with the CFX and /or GEC on a bi-monthly basis for progress meetings. Thirty-two (32) additional progress meetings are anticipated.

1 PUBLIC INVOLVEMENT

No change.

1.1 Public Involvement Plan

The CONSULTANT shall coordinate with CFX, GEC, and PIC as needed to develop an enhanced community engagement program for the project.

1.2 Mailing List

Due to extended study duration and continued development in the study area, additional updates to the project mailing list will be necessary.

1.3 Notice of Intent (N/A)

1.4 Advance Notification

No change.

1.5 Scheduled Public Meetings

1.5.1 **Project Advisory Committees**

The CONSULTANT shall prepare for and attend up to four (4) meetings with the newly formed Community Engagement Group (CEG). The CEG has been formed by CFX to represent a community-based advisory committee similar in nature to the standing EAG and PAG.

1.5.2 Officials Project Kick-Off

No change.

1.6 Unscheduled Public Meetings

The CONSULTANT shall prepare for and attend up to ten (10) additional meetings with project stakeholders.

1.7 Public Hearing

No change.

1.8 LDCA - N/A

1.9 Special Public Involvement Requirements

The CONSULTANT shall provide updated roadway and structure design details and CADD files to assist in determining appropriate visual vantage points for additional design visualization graphics, renderings, and video flythroughs for the updated Cypress Parkway segment of the proposed improvements. Design visualization services are provided by Classen Graphics Infrastructure Development, LLC, under a separate contract agreement with CFX.

1.9.1 Project Information Line/General Public Correspondence

For the additional 16 months of S.A. #3 the CONSULTANT shall make available knowledgeable staff to assist the PIC with requests from the project information line. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

1.9.2 Project Newsletters

No change.

1.9.3 Project Webpage

The CONSULTANT shall provide technical content for the additional 16 months of S.A. #3.

1.9.4 In-House Displays

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

The CONSULTANT shall update data collection efforts as needed to support the additional engineering and environmental analyses performed under S.A. #3. All data collection efforts should be performed in accordance with the PD&E Manual and will include (but not be limited to) previous studies, land use, transportation, and environmental features.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This database information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

2.2 Field Review

The CONSULTANT shall prepare for and attend up to four (4) additional field reviews to periodically verify existing conditions.

2.3 Survey Coordination

The CONSULTANT shall perform a limited existing right-of-way field survey along Cypress Parkway between Marigold Avenue and Pleasant Hill Road. The CONSULTANT will collect LiDAR data (2-foot contours, or better if available) for the study area between these limits. Survey results and LiDAR data will be utilized for analyzing existing and proposed right-of-way limits more accurately than current County parcel line data. Updated existing right-of-way boundaries will be utilized to evaluate potential right-of-way acquisition for each alternative.

2.4 Geotechnical

No change.

2.5 Traffic

The CONSULTANT will coordinate with CFX and the T&RC as needed to support the reevaluation of existing traffic counts (2024), travel demand forecasting, design traffic (year 2050) and related operational analyses required for completion of the study. The traffic update may result in changes in the recommended turn lane geometry (including lane storage and queue lengths) at signalized intersections along the Cypress Parkway portion of the project. Additional coordination with CFX, GEC, T&RC, Polk and Osceola county staff, and others is anticipated during the design traffic reevaluation.

2.5.9 Traffic Data for Noise Study

2.5.10 Traffic Data for Air Analysis

No change.

2.5.11 Signalization Analysis

No change.

2.6 Safety

The CONSULTANT shall obtain current data from FDOT's Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for highway segments within the study area. Updated data shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. The CONSULTANT will include results in the Existing Conditions Addendum, PER, PEIR and applicable public meeting materials.

2.7 Utilities and Railroads

The CONSULTANT shall update existing utility data previously documented for the study to-date. The CONSULTANT shall utilize updated utility data to update the Draft Utility Assessment Package. A conceptual utility relocation plan layout shall be provided for the preferred alternative.

2.8 Needs

2.8.1 Transportation Plans

The CONSULTANT shall review and summarize any transportation plans that have been updated since the Existing Conditions Technical Memorandum submittal (August 2021). At a minimum, the CONSULTANT shall review and summarize updates from:

- a. MetroPlan Orlando Long Range Transportation Plan
- b. Polk TPO Long Range Transportation Plan
- c. Osceola County Comprehensive Plan
- d. Polk County Comprehensive Plan

2.8.2 Analysis of Existing Conditions

The CONSULTANT shall collect updated data of existing conditions throughout the study area. An Existing Conditions Technical Memorandum was published in August 2021; however, since that time, commercial and residential construction has occurred within the study area and several new adjacent area development sites plans have been proposed. The CONSULTANT will analyze updated existing conditions for deficiencies and prepare an Addendum to the Existing Conditions Technical Memorandum documenting the most current key engineering and environmental features within the study area.

2.8.3 **Purpose and Need**

No change.

2.9 Corridor Analysis

2.9.1 Corridor Identification

No change.

2.10 Roadway

2.10.1 Existing Roadway Characteristics

No change.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the additional engineering concepts under this S.A. These typical sections will include (but not be limited to) updating the typical section for the Cypress Parkway segment and bridge typical sections for the elevated alternatives.

2.10.3 Roadway Design Alternatives

The CONSULTANT shall update current project concepts and alternatives and shall develop, update, and evaluate additional project alternatives, as follows:

<u>SCAR Alternative</u>: The CONSULTANT shall continue the evaluation of the proposed SCAR alternative. Proposed by members of the Poinciana community, the SCAR alternative proposes to utilize the existing Poinciana Boulevard corridor, from south of Trafalgar Avenue to Pleasant Hill Road in the vicinity of the existing Southport Road in Osceola County, as an alternative to the Cypress Parkway corridor. The CONSULTANT shall continue to evaluate and consider the SCAR alternative and shall update the preliminary planning-level analysis with more detailed conceptual design analysis. A Technical Memorandum to document the results of this analysis has been initiated and shall be updated to reflect the additional evaluation of the SCAR alternative.

<u>Roadway:</u> The CONSULTANT shall develop and evaluate refinements and modifications to the current project alternatives, to include the following:

- a) Six-lane expressway at 60 MPH design and posted speed with standard 12-foot wide inside and outside shoulder dimensions to meet current design criteria. For general comparative purposes only, this alternative shall only be developed to establish preliminary right-of-way requirements and will not include detailed conceptual design.
- b) Six-lane expressway at 60 MPH design and posted speed with variable inside and outside shoulder dimensions to accommodate criteria for horizontal stopping sight distance. This alternative shall include detailed conceptual design.

c) Four-lane with Flex Lane expressway at 60 MPH design and posted speed with variable inside and outside shoulder dimensions to accommodate criteria for horizontal stopping sight distance. This alternative shall include detailed conceptual design.

For alternative b) and c) above, the project alternative shall consider a modified six-lane Cypress Parkway typical section with reduced widths for travel lanes, turn lanes, and shared-use paths where needed to minimize or avoid right-of-way impacts. Each of these base project alternatives shall consider raising the expressway portion on either MSE wall or continuous bridge structure. In addition, each of these base project alternatives shall consider the right-of-way impacts and operational effects associated with expressway access ramps to and from the west at Old Pleasant Hill Road (ie: options with and without these ramps for each base project alternative). Based on the options summarized above, a total of eight (8) project alternatives shall be developed and evaluated.

<u>Right-of-way analysis:</u> The CONSULTANT shall further evaluate potential right-of-way impacts at select locations along the project corridor, specifically between Marigold Avenue and Old Pleasant Hill Road. This analysis shall include preliminary 3-D corridor modeling using publically available LiDAR mapping (2-foot contour or better, as available) as well as general alignment verification and topographic survey (cross-sections) with an emphasis on critical areas where significant right-of-way impacts, or land use displacements may occur. It is anticipated that 3D corridor models may be developed for up to two (2) project alternatives with two (2) sub-options, such as:

- Six-lane expressway raised on MSE wall:
 - Option 1: with ramps at Old Pleasant Hill Road
 - Option 2: without ramps at Old Pleasant Hill Road
- Six-lane expressway raised on continuous bridge structure:
 - Option 1: with ramps at Old Pleasant Hill Road
 - Option 2: without ramps at Old Pleasant Hill Road

The 3D corridor model for each of these alternatives and sub-options will include 3D corridor models reflecting a modified typical section along the Cypress Parkway portion of the proposed improvements.

The work effort for the additional alternatives noted above will involve the following: additional social and environmental data collection; alternatives development, analysis, and mapping; comparative evaluation of alternatives (matrix evaluation); and project documentation.

The additional alternatives development and evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report (PER).

2.10.4 Access Management

The CONSULTANT shall review and update new access management requirements along the Cypress Parkway potion of the project to update concept plans as needed, for example, in areas of proposed developments where additional driveways, and signalized intersections may be proposed by others (e.g., Parcel 23).

2.10.5 Identify Construction Segments

The CONSULTANT shall perform additional analysis to identify a preliminary phasing plan and concept to address phased construction.

2.11 Structures

2.11.1 Existing Structure Characteristics

No change.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall update structural typical sections for the additional elevated alternatives identified in Section 2.10.3

2.11.3 Structures Design Alternatives

For the expressway portion of the proposed improvement, the CONSULTANT shall develop preliminary superstructure structural models for three different single-pier (hammerhead) bridge typical section widths to determine beam spacing and reactions for structural evaluation of pier options. The analysis shall include preliminary structural evaluation of post-tensioned hammerhead pier substructure for each of the following bridge typical section widths: a) four-lane option (110'-8" width); b) four-lane with flex lane option (114'-8" width); and c) six-lane option (124'-8" width).

The CONSULTANT shall contact and coordinate with AtkinsRéalis (CFX Consultant for SR 414 Expressway Extension) and the GEC regarding similar analyses performed for similar hammerhead pier bridge configurations. A Structures Analysis Technical Memorandum shall be prepared summarizing the results of the preliminary structural evaluation of the post-tensioned hammerhead pier options noted above.

2.12 Drainage

The proposed conceptual stormwater management plan shall be reviewed with respect to the modified typical sections and project alternatives developed and evaluated under this SA. An updated constructability analysis will be performed for additional drainage alternatives along the Cypress Parkway segment.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSUSLTANT shall update the study area's existing conditions, project base maps, and CADD files using the most recent data available. For existing conditions, the CONSULTANT shall update social, natural, cultural, and physicals characteristics and shall amend the Existing Conditions Technical Memorandum dated August 2021. For study area base maps and CADD files, the CONSULTANT shall utilize the most recent data (currently 2023 aerials via FDOT Aplus for Polk and Osceola counites). In

addition to new aerials, base maps and CADD files shall be updated to include recently approved site plans such as Parcel 23, Westview PUD, new fire station, BTI, and Waterlin (formerly Green Island).

2.13.2 Alternative Concept Plans

The CONSULTANT shall prepare alternative concept plans for the additional alternatives described in Section 2.10.3

At a minimum, concept plans will include defined new right-of-way required and horizontal geometry. The CONSULTANT will revise base maps overlaying the concept plans listed above at an appropriate scale to convey detail of the interchanges and added roadway. The CONSULTANT will revise the overall location plan of the project alternatives to include the concepts listed above at an appropriate scale. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meetings and hearings.

2.13.3 Preferred Alternative Concept Plans

No change.

2.14 Typical Section Package

The CONSULTANT will update previously developed and new typical sections as needed for the Typical Section Package in accordance with the FDOT's Design Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

No change.

2.17 Park and Ride Lots

No change.

2.18 Maintenance of Traffic

No change.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will update the evaluation matrix to include the additional feasible alternatives as needed to perform the comparative analysis of alternatives considered. The evaluation matrix will, at a minimum, include the following features:

- 1. Construction Costs
- 2. Right-of-way impacts

- 3. Engineering costs
- 4. Utility impact costs
- 5. Environmental impacts
- 6. Socio-Economic impacts
- 7. Maintenance of traffic impacts
- 8. Potential parcel impacts
- 9. Drainage impacts / costs
- 10. Hazardous material impacts

2.20 Selection of Preferred Alternative

No change.

- 2.21 Value Engineering (N/A)
- 2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT shall update construction cost estimates and related contingencies for each of the feasible project alternatives. Cost estimates shall be updated using the most current unit costs provided by GEC. Updated cost estimates shall be provided for up to four (4) feasible project alternatives anticipated for the Alternatives Public Meeting. One additional cost estimate, which may include additional update(s) to unit costs, shall be performed prior to the Public Hearing.

2.24 Right-of-Way Cost Estimate

No change.

2.25 Preliminary Engineering Report (PER)

The CONSUTLANT shall include additional documentation in the Draft and Final PER to summarize the additional engineering and environmental evaluations associated with this S.A. #3.

2.26 Other Engineering Services N/A

2.27 Quality Assurance/Quality Control

No change.

3 ENVIRONMENTAL ANALYSIS AND REPORTS

No change.

3.1 Land Use Changes

3.2 Socioeconomic Characteristics

The CONSULTANT shall update the Draft Sociocultural Effects (SCE) Technical Memorandum using the most current American Community Survey 5-Year Estimates. The work effort will involve collecting updated data for re-analyses, revising GIS mapping as necessary, and obtaining and reviewing the most recent Sociocultural Data Report from the FDOT ETDM Environmental Screening Tool. The results of the SCE re-evaluation will be documented in the updated SCE Technical Memorandum.

3.3 Economic

No change.

3.4 Mobility

No change.

3.5 Aesthetics

No change.

3.6 Relocation Potential (N/A)

3.7 Archaeological and Historical Resources

No change.

3.8 Recreational/ Section 4(f)

No change.

3.9 Wetlands and Essential Fish Habitat

No change.

3.10 Water Quality

No change.

3.11 Special Designation

No change.

3.12 Wildlife and Habitat

No change

3.13 Identify Permit Conditions

No change.

3.14 Farmlands

No change.

3.15 Noise

No change.

3.16 Air Quality

No change.

3.17 Construction Impact Analysis

No change.

3.18 Contamination

No change

3.19 Class of Action Determination (N/A)

3.20 Type II Categorical Exclusion (N/A)

3.21 PEIR

The CONSUTLANT shall include additional documentation in the Draft and Final PEIR to summarize the additional engineering and environmental evaluations associated with this S.A. #3.

3.22	Environmental Assessment (N/A)	
3.23	FONSI (N/A)	
3.24	Draft EIS (N/A)	
3.25	Final EIS (N/A)	
3.26	Quality Assurance/ Quality Control	
No change.		

4 MISCELLANEOUS

4.1 Contract and Project Files

The CONSULTANT shall update contract and project files as needed to incorporate and maintain changes associated with the additional sixteen months of S.A. #3.

4.2 **Project Management Meetings and Coordination**

The CONSULTANT shall continue maintaining files, producing progress reports, and meeting with the CFX and/or GEC on a bi-monthly basis for progress meetings. Thirty-two (32) additional progress meetings are anticipated.

4.3 Additional Services – N/A

ATTACHMENT B - DESIGN CRITERIA

The CONSULTANT shall adhere to the most current CFX/FDOT design criteria.

SUPPLEMENTAL AGREEMENT NO. 2

ТО

AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

Southport Connector Project

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY ("Supplemental Agreement") is made and entered into this <u>11</u> day of <u>May</u>, 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 VOLKERT, INC., an Alabama corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, and as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 12, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

Contract No. 001632

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 11, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$417,664.48 to \$1,650,349.17.
 - b. The Direct Expenses are adjusted upward by \$8,804.57 to \$22,764.91.
 - c. The Subcontract Items are adjusted upward by \$145,285.78 to \$1,421,876.73 as follows:

• RS&H	\$119,658.25
• SEARCH	\$8,489.12
• Balmoral	\$17,138.41

d. The Allowance is adjusted downward by \$146,574.57 to \$0.00.

- e. The Total Maximum Limiting Amount is adjusted upward by \$425,180.26 to \$3,094,990.81.
- 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

VOLKERT, INC.

By

Print Name: David N. McFarlin Title: Senior Vice President

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.06.30 15:14:56 -04'00'

Diego "Woody" Rodriguez General Counsel

EXHIBIT A

Volkert, Inc. 2300 Maitland Center Parkway, Suite 320 Maitland, FL 32751 407-965-4211 www.volkert.com



April 11, 2023

Mr. Dana Chester, P.E., Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Southport Connector: Poinciana Parkway to Canoe Creek Road (CR 523) Project Development and Environment Study CFX Project No. 599-233; CFX Contract No. 001632 Supplemental Agreement #2 (S.A. #2)

Dear Mr. Chester:

Volkert, Inc. is pleased to submit the attached scope of services and fee proposal to provide additional professional services required for Contract No. 001632. As detailed in the Scope of Services, the additional work effort includes additional concept development and alternatives analysis, reevaluation of proposed stormwater management concepts, preparation of a Sociocultural Effects (SCE) analysis and technical memorandum, expanded public involvement and community outreach program, and coordination of enhanced design visualization and graphics.

The original study was scheduled to be completed by December 2021 and a 15-month time extension was approved as part of S. A. #1. An additional 12-month schedule extension is requested to complete the services within this Supplemental Agreement; therefore, the anticipated completion date is March 2024.

The fee proposal for S.A. #2 is detailed in the attached supporting information and is allocated as follows:

- Total for Volkert as Prime: \$426,469.05
- Total for Subconsultants: \$145,285.78
- Total for S.A. # 2: \$571,754.83

Volkert, Inc. appreciates the opportunity to continue serving the Central Florida Expressway Authority. If you have any questions or require any additional information, please do not hesitate to contact me at (321) 297-6812 or ralph.bove@volkert.com.

Sincerely,

Ralph S. Bove, Jr. Vice President

Enclosures

Central Florida Expressway Authority

SCOPE OF SERVICES

Project Development and Environment (PD&E) Study

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523) Supplemental Agreement No. 2 (S.A. #2)

Osceola and Polk Counties

CFX Project # 599-233

Contract # 001632

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The following is a summary of additional work effort included in the Southport Connector Expressway PD&E Study Supplemental Agreement No. 2 (S.A. #2):

- 1. Concept Development and Alternatives Analysis: Additional engineering concept alternatives will be developed and evaluated, as follows:
 - a. Additional alternative corridors representing project alternatives presented by a community advocacy group, Southport Connector Alternative Routes (SCAR) of Poinciana, will be developed and evaluated. For comparative purposes, these additional alternatives will be developed to a sufficient level of detail to be compared with the segment of the project co-located within the Cypress Parkway right-of-way. It is anticipated that seven (7) additional alternatives may be developed and evaluated, including:
 - i. Along the existing KOA Street corridor (left, right and center alternatives)
 - ii. Along the existing Poinciana Boulevard corridor (left, right and center alternatives)
 - iii. Along the west side of the Reedy Creek watershed
 - b. Additional alternative concept designs including horizontal and vertical profile alignments along the segment of the project co-located within the existing Cypress Parkway right-of-way will be developed and evaluated. It is anticipated that two (2) primary alternatives will be developed and evaluated, including:
 - i. Four-lane expressway on Mechanically Stabilized Earth (MSE) walls with part-time shoulder use (PTSU) and at-grade four-lane Cypress Parkway. This represents a refinement of the current proposed concept.
 - ii. Four-lane expressway on Mechanically Stabilized Earth (MSE) walls with PTSU and at-grade six-lane Cypress Parkway

The purpose of this evaluation will be to determine the feasibility of accommodating an ultimate six-lane Cypress Parkway with minimal impact to the available existing right-of-

way along Cypress Parkway. The results of this analysis will assist in determining if an ultimate six-lane concept along the at-grade Cypress Parkway corridor can be accommodated. If so, this will provide an opportunity for local agency partners (Polk County and Osceola County) to program these additional at-grade capacity improvements (ie: four- to six-lane widening) along Cypress Parkway.

- c. Additional elevated expressway structural concepts along the segment of the project colocated within the existing Cypress Parkway right-of-way will be developed and evaluated, as follows:
 - i. Fully elevated on structures four-lane expressway with PTSU within the existing Cypress Parkway corridor from Rhododendron Road to Pleasant Hill Road
 - ii. Partially elevated on structures four-lane expressway with PTSU within the existing Cypress Parkway corridor from Marigold Avenue to Pleasant Hill Road. (Note: MSE option in 1.b above will be utilized for expressway segment from Rhododendron Road to Marigold Avenue.)

Each new elevated concept will be developed in sufficient detail to accommodate the potential future expansion of Cypress Parkway from four- to six-lanes. Additionally, each new concept will include two alternatives, one using Florida U-Beam (FUB) structure and one using elevated box segmental structure. The original MSE wall concept is to be redeveloped to accommodate the partially elevated concept (ie: hybrid alternative).

The work effort for the evaluation of additional alternatives noted above will involve the following: additional social and environmental data collection; alternatives development, analysis, and mapping; comparative evaluation of alternatives (matrix evaluation); and project documentation. The results of this additional alternatives evaluation will be documented in a separate technical memorandum and summarized in the Preliminary Engineering Report (PER).

- 2. Reevaluation of stormwater management: Drainage alternatives are to be reevaluated and recommended to service the additional and revised concept typical sections along Cypress Parkway as described above.
- 3. Sociocultural Effects (SCE) Technical Memorandum: A Sociocultural Effects (SCE) Technical Memorandum is to be developed. The work effort will involve data collection and analyses, GIS mapping, obtaining, and reviewing the most recent Sociocultural Data Report, meetings with traditionally underserved and disadvantaged community groups, and addressing the Title VI-related elements of new federal legislation concerning equity, diversity and inclusion in transportation planning activities. Up to ten (10) additional community meetings may be held. The results of the SCE evaluation will be documented in the SCE Technical Memorandum.
- 4. Enhanced Public Involvement and Outreach Program: Additional meetings are requested to build consensus with community groups including churches, area chamber of commerce, neighborhood organizations, and special interest groups. Up to ten (10) additional meetings are anticipated.

5. Cypress Parkway Design Visualization: Develop and provide structure design details & CAD files and assist in determining appropriate visual vantage points for the development of design visualization graphics, renderings, and video flythroughs for the future Cypress Parkway segment. Design visualization services are to be provided by Classen Graphics Infrastructure Development , LLC, under a separate contract agreement with CFX.

PURPOSE

No change.

STUDY OBJECTIVE

No change.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

No change.

Notice to Proceed Meeting/Scoping Meeting

No change.

Key Personnel

No change.

Correspondence

No change.

Submittals

A Draft and Final SCE Technical Memorandum will be prepared.

Coordination with other Entities

Additional coordination with other entities will be required to accommodate the time extension of 12 months.

Project Schedule

The following dates and schedule durations are provided for reference:

• August 26, 2020: Executed contract documents received by the CONSULTANT (note, the contract term is five years).

- September 2, 2020: Date of notice to proceed letter with an original 15-month study schedule (anticipated end date of December 2, 2021).
- May 12, 2022: Executed SA #1 received by the CONSULTANT, extending the study duration 15 months with an anticipated end date of March 2, 2023.
- S.A. #2 will extend the project schedule approximately twelve (12) months to March 2, 2024.

Quality Control

No change.

Project Management, Meetings and Coordination

The CONSULTANT shall continue maintaining files, producing progress reports and meet with the CFX and /or GEC on a bi-monthly basis for progress meetings. Twenty-four (24) additional progress meetings are anticipated.

1 PUBLIC INVOLVEMENT

No change.

1.1 Public Involvement Plan

No change.

1.2 Mailing List

Due to the time extension requested, the CONSULTANT shall update the project mailing lists reflecting changes in property ownership, elected and appointed officials, key stakeholders, special interest groups, etc.

1.3 Notice of Intent (N/A)

1.4 Advance Notification

No change.

1.5 Scheduled Public Meetings

No change.

1.5.1 **Project Advisory Committees**

No change.

1.5.2 Officials Project Kick-Off

No change.

1.6 Unscheduled Public Meetings

Additional meetings are required for the enhanced public outreach and consensus building program. Citizen groups include (but are not limited to) area churches, SCAR of Poinciana, neighborhood groups along Marigold Avenue, Poinciana Blvd., Poinciana CDD, Solivita, Poinciana Area Council, and participation in the Osceola County Transportation Forum. Up to ten (10) additional meetings are anticipated.

1.7 Public Hearing

No change.

1.8 LDCA - N/A

1.9 Special Public Involvement Requirements

Design visualization services are to be provided by Classen Graphics Infrastructure Development, LLC, under a separate contract agreement with CFX. The CONSULTANT shall participate in production meetings with CFX and Classen, develop and provide structure design details & CAD files, and assist in determining appropriate visual vantage points for the development of design visualization graphics, renderings, and video flythroughs for the future Cypress Parkway segment.

1.9.1 Project Information Line/General Public Correspondence

For the additional twelve months of S.A. #2 the CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

1.9.2 Project Newsletters

No change.

1.9.3 **Project Webpage**

The CONSULTANT shall provide technical content for the additional twelve months of S.A. #2.

1.9.4 In-House Displays

No change.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

The CONSULTANT shall update data collection efforts as needed to support the additional engineering and environmental analyses performed under S.A. #2. All data collection efforts should be performed in accordance with the PD&E Manual and will include (but not be limited to) previous studies, land use, transportation, and environmental features.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

2.2 Field Review

The CONSULTANT shall conduct additional field trips as needed to collect engineering data on the additional alternatives described above.

2.3 Survey Coordination

No Change.

2.4 Geotechnical

No change.

2.5 Traffic

No change

2.5.9 Traffic Data for Noise Study

No change.

2.5.10 Traffic Data for Air Analysis

No change.

2.5.11 Signalization Analysis

No change.

2.6 Safety

No change.

2.7 Utilities and Railroads

No change

2.8 Needs

2.8.1 Transportation Plans

No change.

2.8.2 Analysis of Existing Conditions

The CONSULTANT shall collect additional data in the areas north of Cypress Parkway and east of Marigold Avenue and along the existing Poinciana Boulevard corridor to assist in the analysis of additional alternatives proposed by SCAR and similar community groups.

2.8.3 Purpose and Need

No change.

2.9 Corridor Analysis

2.9.1 Corridor Identification

No change.

2.10 Roadway

2.10.1 Existing Roadway Characteristics

The CONSULTANT shall update existing roadway characteristics as needed to evaluate the Koa Street and Poinciana Boulevard corridors.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the additional engineering concepts under this S.A. These typical sections will include (but not be limited to) updating the typical section for the Cypress Parkway segment and bridge typical sections for the elevated alternatives.

2.10.3 Roadway Design Alternatives

The CONSULTANT shall develop and evaluate conceptual geometric designs for the additional alternative corridors representing project alternatives presented by a community advocacy group, Southport Connector Alternative Routes (SCAR) of Poinciana. For comparative purposes, these additional alternatives shall be developed to a sufficient level of detail to be compared with the segment of the project co-located within the Cypress Parkway right-of-way. It is anticipated that seven (7) additional alternatives may be developed and evaluated, including:

- Along the existing KOA Street corridor (left, right and center alternatives)
- Along the existing Poinciana Boulevard corridor (left, right and center alternatives)
- Along the west side of the Reedy Creek watershed

These concept designs shall include horizontal and vertical profile alignments along the segment of the project co-located within the existing Cypress Parkway right-of-way. It is anticipated that two (2) primary alternatives may be developed and evaluated, including:

- Four-lane expressway on Mechanically Stabilized Earth (MSE) walls with part-time shoulder use (PTSU) and at-grade four-lane Cypress Parkway (this represents an update to the current concept)
- Four-lane expressway on Mechanically Stabilized Earth (MSE) walls with PTSU and at-grade sixlane Cypress Parkway

Additional elevated expressway structural concepts along the segment of the project co-located within the existing Cypress Parkway right-of-way shall be developed and evaluated, as follows:

- Fully elevated on structures four-lane expressway with PTSU within the existing Cypress Parkway corridor from Rhododendron Road to Pleasant Hill Road
- Partially elevated on structures four-lane expressway with PTSU within the existing Cypress Parkway corridor from Marigold Avenue to Pleasant Hill Road. (Note: MSE option described above will be utilized for expressway segment from Rhododendron Road to Marigold Avenue.)

Each new elevated concept shall be developed in sufficient detail to accommodate the potential future expansion of Cypress Parkway from four- to six-lanes. Additionally, each new concept will include two alternatives, one using Florida U-Beam (FUB) structure and one using elevated box segmental structure. The original MSE wall concept is to be re-developed to accommodate the partially elevated concept (ie: hybrid alternative). In addition, the expressway interchange ramps at the proposed Pleasant Hill Road interchange shall be re-evaluated and concept designs with and without the ramps to and from the west will be developed and evaluated.

The work effort for the additional alternatives noted above will involve the following: additional social and environmental data collection; alternatives development, analysis, and mapping; comparative evaluation of alternatives (matrix evaluation); and project documentation.

The additional alternatives development and evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report (PER).

2.10.4 Access Management

No change.

2.10.5 Identify Construction Segments

No change.

2.11 Structures

2.11.1 Existing Structure Characteristics

No change.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop structural typical sections for the additional elevated alternatives identified in Section 2.10.3

2.11.3 Structures Design Alternatives

The CONSULTANT shall develop geometric designs for the additional elevated alternative along the Cypress Parkway segment as noted above in Section 2.10.3.

2.12 Drainage

Drainage alternatives are to be reevaluated and recommended to service the additional and revised concept typical sections along Cypress Parkway as described above.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT shall acquire, if available, updated aerials for use on base maps.

2.13.2 Alternative Concept Plans

The CONSULTANT shall prepare alternative concept plans for the additional alternatives described in Section 2.10.3

At a minimum, concept plans will include defined right-of-way required and horizontal geometry. The CONSULTANT will revise base maps overlaying the concept plans listed above at an appropriate scale to convey detail of the interchanges and added roadway. The CONSULTANT will revise the overall location plan of the project alternatives to include the concepts listed above at an appropriate scale. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

No change.

2.14 Typical Section Package

The CONSULTANT will include additional and/or updated typical sections in the Typical Section Package in accordance with the FDOT's Design Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

No change.

2.17 Park and Ride Lots

No change.

2.18 Maintenance of Traffic

No change.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will update the evaluation matrix to include the additional feasible alternatives as needed to perform the comparative analysis of alternatives considered. The evaluation matrix will, at a minimum, include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

2.20 Selection of Preferred Alternative

No change.

- 2.21 Value Engineering (N/A)
- 2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT shall prepare construction cost estimates for additional alternative roadway and structural concepts noted above.

2.24 Right-of-Way Cost Estimate

The CONSULTANT shall perform a right-of-way parcel impact analysis for the additional alternatives associated with this S.A. #2. GEC staff will prepare preliminary R/W costs as needed.

2.25 **Preliminary Engineering Report (PER)**

The CONSUTLANT shall include additional documentation in the Draft and Final PER to summarize the additional engineering and environmental evaluations associated with this S.A. #2.

2.26 Other Engineering Services N/A

2.27 Quality Assurance/Quality Control

No change.

3 ENVIRONMENTAL ANALYSIS AND REPORTS

No change.

3.1 Land Use Changes

No change.

3.2 Socioeconomic Characteristics

The CONSULTANT shall provide a Sociocultural Effects (SCE) evaluation to consider the potential impacts and benefits the proposed action may have on low-income, minority, and transportation disadvantaged populations within and adjacent to the study area. Results of the SCE evaluation will be documented in a SCE Technical Memorandum. The following topics shall be addressed in the SCE evaluation as required by the PD&E Manual.

- **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.

3.3 Economic

The CONSULTANT will assess potential project impacts by the additional alternatives to business and employment activity in the project area, including industries with special needs (e.g., medical providers, police/fire protection) 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.

3.4 Mobility

The CONSULTANT will evaluate potential project impact by the additional alternatives on mobility and accessibility regarding all transportation modes (i.e., pedestrian, bicycle, transit, and vehicles) in the Study Area.

3.5 Aesthetics

The CONSULTANT will evaluate and summarize the additional alternatives' potential effect on viewshed and vista, community focal points, historic structures, landmarks, and community character.

3.6 Relocation Potential (N/A)

3.7 Archaeological and Historical Resources

The CONSULTANT shall conduct additional analysis and update existing archaeological and historic resource conditions within the study area and shall provide data to update existing project documents. In addition, prior to conducting field work for the preferred alternative, the CONSULTANT shall provide additional coordination and attend additional meetings regarding updates to the right-of-entry permit required by the SFWMD.

3.8 Recreational/ Section 4(f)

No change.

3.9 Wetlands and Essential Fish Habitat

No change.

3.10 Water Quality

No change.

3.11 Special Designation

No change.

3.12 Wildlife and Habitat

No change

3.13 Identify Permit Conditions

No change.

3.14 Farmlands

No change.

3.15 Noise

No change.

3.16 Air Quality

No change.

3.17 Construction Impact Analysis

No change.

3.18 Contamination

No change

3.19 Class of Action Determination (N/A)

3.20 Type II Categorical Exclusion (N/A)

3.21 PEIR

The CONSUTLANT shall include additional documentation in the Draft and Final PEIR to summarize the additional engineering and environmental evaluations associated with this S.A. #2.

- 3.22 Environmental Assessment (N/A)
- 3.23 FONSI (N/A)
- 3.24 Draft EIS (N/A)
- 3.25 Final EIS (N/A)

3.26 Quality Assurance/ Quality Control

No change.

4 MISCELLANEOUS

4.1 Contract and Project Files

The CONSULTANT shall update contract and project files as needed to incorporate and maintain changes associated with the additional twelve months of S.A. #2.

4.2 **Project Management Meetings and Coordination**

The CONSULTANT shall continue maintaining files, producing progress reports, and meeting with the CFX and/or GEC on a bi-monthly basis for progress meetings. Twenty-four (24) additional progress meetings are anticipated.

4.3 Additional Services – N/A

SUPPLEMENTAL AGREEMENT NO. 1

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

Southport Connector Project

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY ("Supplemental Agreement") is made and entered into this <u>12h</u> day of <u>May</u>, 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 VOLKERT, INC., an Alabama corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 2020, (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

1

Contract No. 001632

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 22, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$324,410.12 to \$1,232,684.69.
 - b. The Direct Expenses are adjusted upward by \$2,542.04 to \$13,960.34.
 - c. The Subcontract Items are adjusted upward by \$342,858.39 to \$1,276,590.95 as follows:

AECOM	\$21,443.49
• Balmoral	\$87,128.93
• DRMP	\$39,886.80
• GEC	\$18,992.41
• RS&H	\$161,782.99
• WBQ	\$13,623.77

d. The Allowance remains unchanged at \$146,574.57.

- e. The Total Maximum Limiting Amount is adjusted upward by \$669,810.55 to \$2,669,810.55.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Aneth Williams, Director of Procurement

VOLKERT, INC.

Print Name: DAVIO Title: SGRIOR

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

By: Laura (Newlin) Kelly Digitally signed by Laura (Newlin) Kelly Date: 2022.05.31 12:45:16 -04'00'

Diego "Woody" Rodriguez General Counsel

I Dewberry

MEMORANDUM

Date:	April 22, 2022	
То:	Will Hawthorne, PE - CFX Director of Engineering	
From:	Jonathan Williamson, AICP - Dewberry Project Manager J	
Subject:	CFX Project No. 599-233	
	Southport Connector Expressway - Poinciana Parkway to Canoe Creek Road (CR 523)	
	Supplemental Agreement #1	

Comments:

I have reviewed the Supplemental Agreement #1 fee sheet and scope of services submitted by Volkert, provided on April 22, 2022, for the Southport Connector Expressway. This requested Supplemental Agreement #1 is to provide professional services involving additional engineering and environmental data collection and evaluation in an expanded study area, identify and evaluate additional alternatives, perform additional drainage analysis, and conduct additional stakeholder coordination as a result of modification to the study area for the project.

The Supplemental Agreement #1 request is attached, and costs are detailed below:

\$326,952.16Volkert as Prime\$342,858.39Total Subconsultant Fees\$669,810.55Total Requested Additional Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement #1 in the amount of \$669,810.55.

Should you have questions or need additional information, please call me at 321-354-9614.

CC:

Keith Jackson, PE Dewberry File

Volkert, Inc ray, Suite 12 ind, FL 3275 I07-965-421

VOLKERT

April 22, 2022

Mr. Will Hawthorne, P.E., Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Southport Connector: Poinciana Parkway to Canoe Creek Road (CR 523) Project Development and Environment Study CFX Project No. 599-233; CFX Contract No. 001632 Supplemental Agreement #1 {S.A. #1)

Dear Mr. Hawthorne:

Volkert, Inc. is pleased to submit the attached fee proposal to provide additional professional services required for Contract No. 001632. These services include additional data collection, analysis and documentation required to develop and evaluate additional corridor alternatives within an expanded study area boundary north of Lake Tohopekeliga; development of additional roadway alternatives along the Cypress Parkway segment and in the vicinity of the Lake Russell cultural site (avoidance alternatives); additional conceptual stormwater management analyses involving the Reedy Creek Tributary canal; and, additional stakeholder coordination and meetings.

The original study was scheduled to be completed by December 2021. An additional 15 months is requested to complete the services within this Supplemental Agreement. The anticipated completion date is March 2023. The fee proposal for S.A. #1 is detailed in the attached supporting information and is allocated as follows:

- Total for Volkert as Prime: \$326,952.16
- Total for Subconsultants: \$342,858.39
- Total for S.A. # 1: \$669,810.55

Volkert, Inc. appreciates the opportunity to continue serving the Central Florida Expressway Authority. If you have any questions or require any additional information, please do not hesitate to contact me at (321) 297-6812 or ralph.bove@volkert.com

Sincerely,

Ralph S. Bove, Jr. Vice President

Enclosures

Delivering the future of infrastructure

Exhibit "A"

Central Florida Expressway Authority

SCOPE OF SERVICES

Project Development and Environment (PD&E) Study

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523) Supplemental Agreement No. 1 (S.A. #1)

Osceola and Polk Counties

CFX Project# 599-233

Contract # 001632

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1.8	LDCA - N/A	0
1.9	Special Public Involvement Requirements - N/A)

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES PROJECT

DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The following is a summary of the additional work effort included in the Southport Connector Expressway PD&E Study Supplemental Agreement No. 1 (S.A. #1):

- 1. Expanded Study Area: At the request of the CFX Environmental Stewardship Committee (ESC) and the Study's Environmental Advisory Group (EAG) an alternative corridor across Lake Tohopekaliga (Toho) is to be developed and evaluated. Due to the proposed location of the lake crossing alternative, an expansion of the study area is required as depicted on Attachment A. The work effort will involve additional engineering and environmental data collection, analysis and mapping, comparative evaluation of alternatives (matrix evaluation), updating and redistributing the Project Kickoff Notification package and Existing Conditions Technical Memorandum. The Lake Toho alternative corridor will include an evaluation of utilizing a portion of Florida's Turnpike (for logical termini connection). The results of the Lake Toho corridor evaluation will be documented in the Draft and Final Alternative Corridor Evaluation Report (ACER).
- 2. Concept Development and Alternatives Analysis: Additional engineering concept alternatives are to be developed and evaluated to determine reasonable and feasible options for the proposed improvements at the Koa Street/Poinciana Parkway interchange, along the Cypress Parkway segment, and at the Pleasant Hill Road interchange. Avoidance alternatives are to be developed and evaluated in the vicinity of the Lake Russell cultural site and Osceola County Landfill, both of which are located east of the proposed Reedy Creek crossing. These additional alternatives will be documented in the Preliminary Engineering Report (PER).
- 3. Drainage Analysis: Additional drainage alternatives are to be developed and evaluated to determine the feasibility of relocating the Reedy Creek Tributary, a regulated floodway. This evaluation will include the comparison of open and closed drainage systems in the vicinity of the tributary. Potential cost and right-of-way impacts will be considered along with the evaluation of a fully elevated expressway concept in the vicinity of the canal. A regional stormwater management concept in the vicinity of the Reedy Creek Tributary will also be developed and evaluated. The results of the additional drainage-related services will be documented in the Location Hydraulics Report (LHR), Pond Siting Report (PSR) and PER.

4. Stakeholder Coordination: Additional stakeholder coordination is required to coordinate and obtain feedback from federal, state, regional and local agencies, citizen groups and special interests involved in the study. Agency coordination may include, but is not limited to, Florida's Turnpike Enterprise (FTE), the Florida Department of Transportation (FDOT) District 5 office, South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), U.S. Fish and Wildlife Service (USFWS), Polk County, and Osceola County. Additional stakeholder coordination with property owners, community groups and non-governmental organizations is anticipated.

PURPOSE

No change to the purpose of the study is proposed.

STUDY OBJECTIVE

No change to the general objective of the study is proposed.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

No change to Governing Regulations is proposed.

Notice to Proceed Meeting/Scoping Meeting

No change.

Key Personnel

No change.

Correspondence

No change.

Submittals

No change.

Coordination with other Entities

Additional coordination and meetings with other entities including federal, state, regional, and local agencies, citizen groups and special interests is required. Agency coordination may include, but is not limited to,

Exhibit "A"

Florida's Turnpike Enterprise (FTE), the Florida Department of Transportation (FDOT) District 5 office, South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), U.S. Fish and Wildlife Service (USFWS), Polk County, and Osceola County.

Project Schedule

S.A. #1 will extend the project schedule by an additional fifteen (15) months.

Quality Control

No change.

Project Management, Meetings and Coordination

The CONSULTANT shall continue maintaining files, producing progress reports and meet with the CFX and /or GEC on a bi-monthly basis for progress meetings. Thirty (30) additional progress meetings are anticipated.

1 PUBLIC INVOLVEMENT

No change.

1.1 Public Involvement Plan

No change.

1.2 Mailing List

The CONSULTANT shall revise the project mailing list to include residents/property owners within 300 feet of the expanded study area and added Lake Toho crossing alternative and as deemed appropriate within the expanded Study Area.

1.3 Notice of Intent (N/A)

1.4 Advance Notification

The CONSULTANT shall revise the Advance Notification package (Project Kickoff Notification (PKN) Package) to include the expanded study area incorporating the added Lake Toho crossing alternative. A revised transmittal letter will be created in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House and the CONSULTANT shall re-distribute the PKN package to all appropriate agencies and will assist with comment responses.

1.5 Scheduled Public Meetings

No change.

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1.5.1 Project Advisory Committees

The CONSULTANT will be available to meet for additional meetings with the Project Advisory Group (PAG) and EAG up to two (2) times each (a total of four [4] meetings) and the ESC three (3) times during the 15-month extension of S.A. #1 to present information regarding the project, receive input from the ESC, PAG and EAG members and respond to questions.

1.5.2 Officials Project Kick-Off

No change.

1.6 Unscheduled Public Meetings

The CONSULTANT may be required to participate in additional unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Polk TPO, Osceola, and Polk County neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to thirty (30) such additional unscheduled meetings.

1.7 Public Hearing

No change.

1.8 LDCA - N/A

1.9 Special Public Involvement Requirements - N/A

1.9.1 Project Information Line/General Public Correspondence

For the 15-month extension of S.A. #1 the CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

1.9.2 Project Newsletters

No change.

1.9.3 Project Webpage

The CONSULTANT shall provide technical content for the 15-month extension of S.A. #1.

1.9.4 In-House Displays

No change.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

The CONSULTANT shall increase data collection efforts to include the expanded study area and other engineering analyses performed under S.A. #1. All data collection efforts will be performed in accordance with the PD&E Manual and will include (but not be limited to) previous studies, land use, transportation, and environmental features.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

2.2 Field Review

The CONSULTANT shall conduct field trips as needed to collect engineering data within the expanded study area.

2.3 Survey Coordination

No Change.

2.4 Geotechnical

The CONSULTANT will obtain information to describe the soil composition within the expanded study area. Data will be obtained 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.

2.5 Traffic

No change

2.5.9 Traffic Data for Noise Study

No change.

2.5.10 Traffic Data for Air Analysis

No change.

2.5.11 Signalization Analysis

No change.

2.6 Safety

No change.

2.7 Utilities and Railroads

The CONSULTANT shall collect data on the location of all existing utilities within the expanded study area. 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.

Utility data obtained in the expanded study area will be incorporated in the project Utility Assessment Report.

2.8 Needs

2.8.1 Transportation Plans

No change.

2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing conditions for deficiencies and revise the Existing Conditions Technical Memorandum to document key engineering and environmental features within the expanded study area.

2.8.3 Purpose and Need

No change.

2.9 Corridor Analysis

2.9.1 Corridor Identification

The CONSULTANT shall develop and evaluate the additional Lake Toho corridor alternative in accordance with the PD&E Manual. This evaluation will include an expanded review of previous studies and shall be documented in the Alternative Corridor Evaluation Report.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of reasonable and feasible corridor(s).

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2.10 Roadway

2.10.1 Existing Roadway Characteristics

No change.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the additional engineering concepts under this S.A. These typical sections will include (but not be limited to) updating the typical section for the Cypress Parkway segment, interchange ramp configurations, and bridge typical sections for the Lake Toho corridor alternative. Alternative typical sections will also be developed for the proposed Reedy Creek crossing to evaluate multi-lane and multi-modal options.

2.10.3 Roadway Design Alternatives

The CONSULTANT shall prepare geometric designs for the following additional concepts:

- 1. Poinciana/Koa Street Interchange, includes plan and profile:
 - a. Add southbound ramps
 - b. Add braided ramp alternative
 - c. Add over/under ramp for Solivita northbound
- 2. Southport/Cypress/Toho Access Road, including plan and profile and comparative evaluation:
 - a. Split roadway concept
 - b. Layout pergola option
 - c. Layout shorter bridge option
- Pleasant Hill Road: Review and modify interchange alternatives including plan and profile and comparative evaluation:
 - a. Flyover interchange concept
 - b. Diverging Diamond Interchange (DDI) concept
- 4. Fully elevated expressway concept in the vicinity of the Reedy Creek Tributary
- 5. Avoidance alternatives in the vicinity of the Lake Russel cultural site and Osceola County landfill
- 6. Lake Toho corridor alternative including partial interchange connection at Florida's Turnpike

The additional alternatives development and evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report (PER).

2.10.4 Access Management

No change.

2.10.5 Identify Construction Segments

No change.

2.11 Structures

2.11.1 Existing Structure Characteristics

No change.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop structural typical sections for the following additional alternatives: Lake Toho crossing, Reedy Creek crossing (six-lane option and multi-use path option), fully elevated expressway in the vicinity of the Reedy Creek Tributary.

2.11.3 Structures Design Alternatives

The CONSULTANT will perform a high-level evaluation of a fully elevated alternative along the Cypress Parkway segment in the vicinity of the Reedy Creek Tributary.

2.12 Drainage

The CONSULTANT will collect additional existing hydrologic data and perform analysis for floodplain impact area within the expanded study area. Floodplain elevations defined in the Concept Feasibility and Mobility phase will be used for the analysis. Using a wholistic approach, attenuation volume and treatment for alignments will be estimated to generate acres of pond needed for the added Lake Toho crossing alternative. Additionally, drainage requirements for the bridge crossing Lake Toho will be reviewed to contribute to the cost analysis for this alternative. The data collected and associated GIS maps will be included in the Existing Conditions Technical Memorandum.

The CONSULTANT will perform an analysis along Cypress Parkway to identify two (2) alternatives per basin and evaluate one (1) interchange concept at each interchange location per alternative. Additionally, two (2) County Pond site alternatives per basin will be identified for the frontage road along Cypress Parkway. The analysis includes nutrient removal calculations for six (6) basins along Cypress Parkway, identifying the required volume and area for each pond, and estimating construction quantities for each pond. Results of the analysis will be documented in the Pond Siting Report.

Additional drainage alternatives are to be developed and evaluated to determine the feasibility of relocating the Reedy Creek Tributary, a regulated floodway. This evaluation will include the comparison of open and closed drainage systems in the vicinity of the tributary. Potential cost and right-of-way impacts will be considered along with the evaluation of a fully elevated expressway concept in the vicinity of the canal. A regional stormwater management concept in the vicinity of the Reedy Creek Tributary will also be developed and evaluated. The results of the additional drainage-related services will be documented in the LHR, Pond Siting Report (PSR) and PER.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will update aerial base maps used for the corridor analysis to include the revised Cypress Parkway segment concept, the added Lake Toho crossing alternative, and the Avoidance Alternatives.

2.13.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans for the additional concept alternatives described in Section 2.10.3

At a minimum, concept plans will include defined right-of-way required and horizontal geometry. The CONSULTANT will revise base maps overlaying the concept plans listed above at an appropriate scale to convey detail of the interchanges and added roadway. The CONSULTANT will revise the overall location plan of the project alternatives to include the concepts listed above, in Section 2.10.3, at an appropriate scale. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

No change.

2.14 Typical Section Package

The CONSULTANT will include additional and/or updated typical sections for the added concepts in the Typical Section Package in accordance with the FDOT's Design Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

No change.

2.17 Park and Ride Lots

No change.

2.18 Maintenance of Traffic

No change.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will update the evaluation matrix to include the additional Lake Toho corridor alternative as well as additional feasible alternatives as needed to perform the comparative analysis of

Exhibit "A"

alternatives considered. The evaluation matrix will, at a minimum, include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

2.20 Selection of Preferred Alternative

No change.

- 2.21 Value Engineering (N/A)
- 2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT will prepare construction cost estimates for the additional Lake Toho corridor alternative and additional roadway, drainage and interchange concepts.

2.24 Right-of-Way Cost Estimate

The CONSULTANT will perform a right-of-way impact analysis for the additional Lake Toho corridor alternative, and will also provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the relocated Reedy Creek Tributary alternatives. GEC staff will prepare preliminary R/W costs as needed.

2.25 Preliminary Engineering Report (PER)

No change.

- 2.26 Other Engineering Services N/A
- 2.27 Quality Assurance/Quality Control

No change.

3 ENVIRONMENTAL ANALYSIS AND REPORTS

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3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses within the expanded study area to evaluate the likelihood of any land use change in the surrounding area of the proposed expressway.

3.2 Socioeconomic Characteristics

The CONSULTANT shall conduct an overview of potential socioeconomic impacts within the expanded study area. Results of the evaluation will be documented in the comparative analysis of corridor alternatives.

3.3 Economic

The CONSULTANT shall assess potential economic impacts in the expanded study area resulting from the development of the Lake Toho crossing alternative. Results of the evaluation will be documented in the comparative analysis of corridor alternatives.

3.4 Mobility

No change.

3.5 Aesthetics

No change.

3.6 Relocation Potential (N/A)

3.7 Archaeological and Historical Resources

No change.

3.8 Recreational/ Section 4(f)

No change.

3.9 Wetlands and Essential Fish Habitat

The CONSULTANT shall collect all available information on wetlands located within the expanded study area. The CONSULTANT will document all potential impacts to wetlands within the expanded study area in accordance with the PD&E Manual.

3.10 Water Quality

No change.

3.11 Special Designation

No change.

3.12 Wildlife and Habitat

The CONSULTANT shall generally describe the expanded study area for dominant and/or representative species to include common names and Latin binomials. A desktop review of GIS data, and literature, will be performed to identify flora and fauna, consultation areas and critical habitat for protected species within the expanded study area. A preliminary wildlife survey may be conducted in the expanded study area to verify documented protected species locations and suitable habitat within the expanded study area.

The CONSULTANT will assess impacts to protected species within the expanded study area. Results of the impact assessment will be used to develop wildlife and habitat evaluation, will be documented in the comparative analysis of corridor alternatives, and used to develop the project mitigation plan.

3.13 Identify Permit Conditions

No change.

3.14 Farmlands

No change.

3.15 Noise

No change.

3.16 Air Quality

No change.

3.17 Construction Impact Analysis

No change.

3.18 Contamination

The CONSULTANT, in accordance with the PD&E Manual, shall collect all data necessary to conduct a contamination screening within the expanded study area. Results of the contamination screening will be documented in the Existing Conditions Technical Memorandum and included in the comparative analysis of corridor alternatives

3.19 Class of Action Determination (N/A)

- 3.20 Type II Categorical Exclusion (N/A)
- 3.21 PEIR

No change.

- 3.22 Environmental Assessment (N/A)
- 3.23 FONSI (N/A)
- 3.24 Draft EIS (N/A)
- 3.25 Final EIS (N/A)
- 3.26 Quality Assurance/ Quality Control

No change.

4 MISCELLANEOUS

4.1 Contract and Project Files

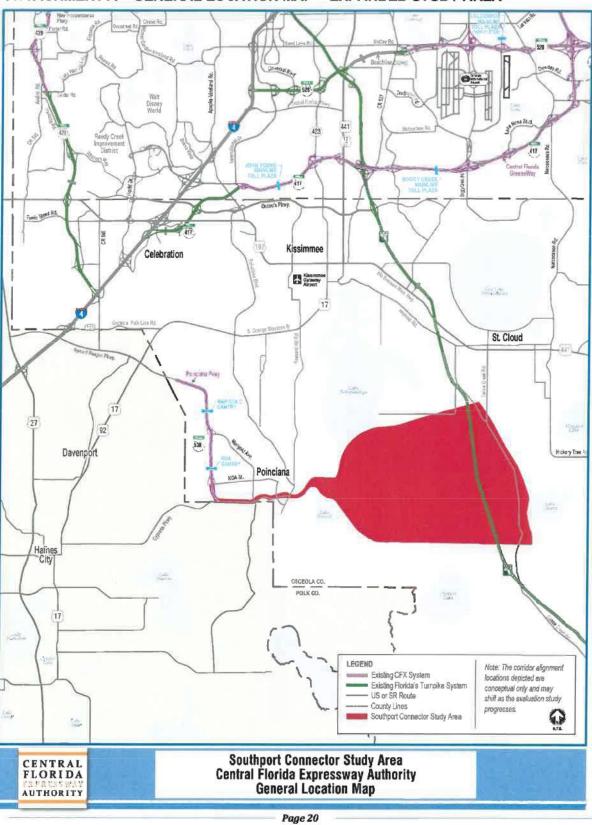
Additional contract management to support the 15-month schedule extension.

4.2 Project Management Meetings and Coordination

No change.

4.3 Additional Services – N/A

Exhibit "A"



ATTACHMENT A - GENERAL LOCATION MAP - EXPANDED STUDY AREA

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND VOLKERT, INC.

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY OF THE SOUTHPORT CONNECTOR PROJECT

CONTRACT NO. 001632, PROJECT NO. 599-233

CONTRACT DATE: AUGUST 13, 2020 CONTRACT AMOUNT: \$2,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

SOUTHPORT CONNECTOR PROJECT

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

PROJECT NO. 599-233 CONTRACT NO. 001632

AUGUST 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 599-233 Contract No. 001632

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of August 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Volkert, 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 2300 Maitland Center Pkwy, Suite 122, 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 Southport Connector Project, Project Development and Environmental Study identified as Project No. 599-233 and Contract No. 001632.

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

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore. The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of a project development and environmental study for the Southport Connector Project. A Supplemental Agreement will be required for the 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.

Project No. 599-233 Contract No. 001632

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, 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:

<u>Class I</u> AECOM Technical Services, Inc. DRMP, Inc. Southeastern Archaeological Research, Inc. <u>Class II</u> Geotechnical and Environmental Consultants, Inc. <u>Class I and Class II</u> WBQ Design & Engineering, Inc.

The Balmoral Group, LLC. RS&H, Inc.

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract 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 \$2,000,000.00 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 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 2300 Maitland Center Pkwy, Suite 122, Maitland, FL 32751.

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 contract, the contract, the contractor keeps and maintains public records upon completion of the contract, 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.

Project No. 599-233 Contract No. 001632

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

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

14.0. INSURANCE

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

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

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

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

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the

CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) 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.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

17.0. DOCUMENTED ALIENS

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

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

Project No. 599-233 Contract No. 001632

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any

CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

24.0. GOVERNING LAW AND VENUE

This Agreement, 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 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

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

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

To CONSULTANT: Volkert, Inc. 2300 Maitland Center Pkwy, Suite 122 Maitland, FL 32751 Attn: Ralph Bove, Jr. Project Manager

> Volkert, Inc. 2300 Maitland Center Pkwy, Suite 122 Maitland, FL 32751 Attn: Bo Sanchez, P.E.

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

Project No. 599-233 Contract No. 001632

29.0. SEVERABILITY

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

30.0. INTEGRATION

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

31.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart Exhibit "E", Project Location Map Exhibit "F", Project Schedule Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

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

VOLKERT, INC.

BY: Bo	BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.08.25 14:27:20 -04/00'
Authorized Signature	Director of Procurement
Print Name: Bo Sanchez	Print Name:
Title: <u>SVP</u>	Effective Date:
ATTEST A EHler (Seal)	
Secretary or Notary	JOAN E. HART MY COMMISSION # GG 279218 EXPIRES: March 24, 2023 Bonded Thru Notary Public Underwriters
Approved as to form and execution, only.	Markan Bonded Tana Noosy Public Onton Internet
Woody Rodriguez Date: 2020.08.25 11:20:30 -0	4'00'
General Counsel for CFX	

EXHIBIT A

SCOPE OF SERVICES

Central Florida Expressway Authority

SCOPE OF SERVICES

Project Development and Environment (PD&E) Study

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

Osceola and Polk Counties

CFX Project # 599-233

Contract # 001632

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

A new expressway connection between the Poinciana area of Osceola and Polk Counties and Florida's Turnpike (SR 91) has been an identified need in several local long-range plans and master plans. CFX has recently completed Concept, Feasibility, and Mobility (CF&M) Studies that included an assessment of new expressway connections through this area of Central Florida – including connections from Poinciana to Florida's Turnpike (SR 91) as well as to Interstate-4. This Project Development and Environment (PD&E) Study will build upon the previous Southport Connector CF&M Study. Specifically, this PD&E study will consider an expressway along Cypress Parkway to Pleasant Hill Road, a new crossing of Reedy Creek, and a new location expressway to Florida's Turnpike (SR 91). During the CF&M Study, a further eastward extension of the proposed Southport Connector to Canoe Creek Road was considered viable and beneficial and has been included as part of the analysis of this PD&E study. Therefore, this PD&E Study will analyze and evaluate an approximately 15-mile expressway connection from the southern terminus of the Poinciana Parkway at Cypress Parkway north to the end of the existing bridge at Ronald Reagan Parkway. This PD&E study shall coordinate with that effort.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC) Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC) CDM Smith and the CFX public involvement consultant (PIC) Quest Corporation of America.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, Project Environmental Impact Report (PEIR) unless otherwise stated. In the event

of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the information contained in the above-mentioned studies as a foundation, this PD&E study will develop more detailed information to select a preferred alternative. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the proposed expressway from Poinciana Parkway to Canoe Creek Road (CR 523). All factors related to the design and location of the facility must be considered including: transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to 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 alignment alternative, will constitute Location and Design Concept Acceptance (LDCA) of the proposed action as a PEIR.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Notice to Proceed Meeting/Scoping Meeting

The CONSULTANT shall meet with appropriate CFX, GEC, PIC and T&RC personnel immediately following receipt of the Notice to Proceed. At a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- a. Render any relevant information in its possession;
- b. Establish any ground rules upon which the study process will be conducted;
- c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- d. Explain the financial administration of the contract.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX, GEC and PIC for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT may be required to provide (Draft and Final) hard copies of the required documents as listed below. These are the anticipated submittals for the project. This tabulation will be used for printing estimating purposes, and the GEC Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

Provisions for Work:	Copies:
Quality Control Plan	2
Project Schedule	N/A*
Engineering Items:	Copies:
Interchange Access Request / Interchange Justification Report	2
Existing Conditions Technical Memorandum	2
Alternative Corridor Evaluation Report	2
First Draft Preliminary Engineering Report	2
Final Preliminary Engineering Report (Signed and Sealed)	4
Location Hydraulics Report	2
Pond Siting Report	2
Conceptual Design Roadway Plan Set	2 2 2 2 4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Conceptual Right-of-Way Plans	2
Geotechnical Report	2
Typical Section Package	2
	2
Utility Assessment Package	2
Environmental Items:	Copies:
Advance Notification Package	2
Public Involvement Plan	N/A – PIC will prepare
Project Environmental Impact Report	4
Noise Study Tech Memo	
Air Quality Report/Tech Memo	2
Contamination Screening Evaluation Report	2
Public Hearing Transcript	2
Natural Resource Evaluation	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2 2 2 2 2 2 2 2 2 2
	2
* Electronic submittal only	

Upon completion of the study, the CONSULTANT shall deliver to the CFX and GEC, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Coordination with other Entities

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate this study with all other studies and projects within the project area – including, but not limited to, FDOT, Florida's Turnpike Enterprise (FTE), County, and CFX (e.g., Poinciana Parkway Widening).

Project Schedule

The PD&E Study is expected to have a fifteen (15) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

Project Management, Mectings and Coordination

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, thirty (30) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

1 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PD&E Study. The CFX Public Involvement Consultant (PIC) shall coordinate and perform the appropriate level of public involvement for this project as outlined in the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with the CFX.

1.1 Public Involvement Plan

The PIC will prepare a comprehensive Public Involvement Plan (PIP) and submit to the CONSULTANT and GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP.

The PIC shall perform activities necessary to support the PIP that includes the identification of stakeholders and interested parties and the preparation of meeting notes.

1.2 Mailing List

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.
 - 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 CFX and PIC 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.

1.3 Notice of Intent (N/A)

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within twenty (20) working days of the Notice to Proceed meeting.

1.5 Scheduled Public Meetings

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in three (3) public meetings, as listed below:

- a. Public Kick-off Meeting (General study overview, area, schedule, issues, etc.)
- b. Alternatives Public Meeting
- c. Public Hearing (Preferred Alternative)

For each meeting, the CONSULTANT shall prepare and/or provide:

- a. Scripts or agenda for presentation.
- b. Graphics for presentation.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the PIC and CFX staff.

1.5.1 Project Advisory Committees

The CONSULTANT shall work with the PIC and GEC to establish a PD&E Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from governmental agencies, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each (a total of six [6] meetings) during the PD&E Study to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX, the PIC and the GEC to prepare the initial PAG and EAG members list. The PIC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the PAG/EAG members.

1.5.2 Officials Project Kick-Off

The CONSULTANT will assist the PIC by providing script and graphics for a project kick-off presentation to, at a minimum, the Osceola County and Polk County commission and MetroPlan Orlando and Polk TPO boards (and technical/citizen advisory committees as required) at their regularly scheduled meetings. These project kickoff presentations should be held within three (3) months following the Notice to Proceed meeting.

1.6 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Polk TPO, Osceola and Polk County neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual

displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to twenty-three (23) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, the Polk TPO Board, and Osceola and Polk County Boards prior to the two milestone meetings (Section 1.5 b and c).

1.7 Public Hearing

The PIC and CONSULTANT shall provide all support necessary for the CFX to hold or participate in one (1) public hearing, as described in section 1.5 of this document.

1.8 LDCA - N/A

1.9 Special Public Involvement Requirements - N/A

1.9.1 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

1.9.2 Project Newsletters

The PIC shall prepare and distribute up to four (4) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the newsletters may coincide with key project milestones as follows:

- a. Project Kick-off/Introductory Newsletter
- b. Pre-Alternatives Public Meeting Newsletter
- c. Pre-Public Hearing Newsletter
- d. Post-Public Hearing Newsletter

The PIC will distribute newsletters to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a CFX standard right-of-entry letter via US Post Office mail delivery.

1.9.3 Project Webpage

The CONSULTANT shall provide information about the study to the PIC for inclusion in the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC as needed during the study. These times are anticipated to coincide with the newsletter mailings.

1.9.4 In-House Displays

The CONSULTANT shall maintain within its office a viewing area where interested parties may inspect displays including, but not limited to, the following:

- a. Printed maps at an appropriate scale showing all current alternative concepts at each stage of the project study
- b. Available aerial photography of the study area
- c. A regional map

A representative within the CONSULTANT's office shall be available to assist interested parties and answer questions dealing with the project. Questions which the CONSULTANT is unable to answer shall be referred to the CFX, PIC, and GEC. Upon consultation with the CFX, PIC, and GEC, the CONSULTANT shall draft responses to the questioning parties which shall be endorsed and distributed by the CFX, PIC, or GEC.

The CONSULTANT also agrees to supply duplicates of the printed alternative concepts for display in the CFX's office, as requested.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

2.2 Field Review

The CONSULTANT shall conduct all anticipated, necessary field trips needed to collect engineering data.

2.3 Survey Coordination

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The GEC shall be responsible for coordinating with CFX regarding project requirements, review of survey data and

scheduling. Existing available controlled aerial photography and, if readily available, LiDAR data will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The GEC will recommend mapping scales for approval by CFX. The most current existing available aerial photography, either provided by CFX or obtained by the CONSULTANT, will be utilized.

2.4 Geotechnical

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. However, due to large areas of swales along the Cypress Parkway segment of the study corridor, soil borings and lab analysis may be necessary as preliminary concept development occurs.

2.5 Traffic

The CONSULTANT will coordinate with CFX and the T&RC and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

2.5.9 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

2.5.10 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

2.5.11 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 preferred alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

2.6 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.

2.7 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.

2.8 Needs

2.8.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Polk TPO Long Range Transportation Plan
- c. Osceola County Comprehensive Plan
- d. Polk County Comprehensive Plan
- e. Non-motorized modes, including bikeways and pedestrian walkways
- f. Other applicable transportation plans (e.g., LYNX)

2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing facility and conditions for deficiencies and shall prepare an Existing Conditions Technical Memorandum that documents key engineering and environmental features within the study area.

2.8.3 Purpose and Need

The CONSULTANT will prepare the purpose and need statement and project description. The CFX and GEC will review and approve the Purpose and Need statement.

2.9 Corridor Analysis

2.9.1 Corridor Identification

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall review the previous studies to confirm a viable corridor and determine if other viable corridors exist within which alternative alignments should be developed. The corridor analysis shall be

performed in accordance with the PD&E Manual and shall be documented in the Alternative Corridor Evaluation Report.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of the viable corridor.

2.10 Roadway

2.10.1 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT District 1 & 5, FTE, and Osceola & Polk Counties. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the project. These will include CFX's standard typical sections for new location expressways and interchange ramps. Typical sections for connecting roadways will be developed to meet the requirements of the government agency that is responsible for the maintenance of the roadway. The CONSULTANT shall examine typical sections that may result in minimizing right-of-way, and the incorporating of other desirable features, as deemed appropriate.

2.10.3 Roadway Design Alternatives

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual Alternatives at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the refined alternative.

The Refined Conceptual Alternatives will be presented to the PAG and the EAG for review and input. Based on responses received from the PAG and the EAG, the CONSULANT will recommend refinements that should be carried forward and developed as the preferred alternative.

The CONSULTANT will abstain from identifying the preferred alternative prior to the public hearing unless specifically requested or authorized to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report.

The CONSULTANT will further refine the Conceptual Alternatives, thereby creating the Preferred Alternative. The Preferred Alternative will be prepared on the base maps at an appropriate scale for review

and evaluation. Working profiles will be developed for the Preferred Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Preferred Alternative will be developed to a point at which the following can be determined:

- a. Horizontal and vertical alignment
- b. Typical cross section
- c. Preliminary right-of-way needs and impacts
- d. Preliminary drainage needs (showing required outfalls)
- e. Existing and proposed utility locations
- f. General soils information
- g. Local roadway improvement needs
- h. Structure locations, sizes, spans, etc.
- i. Potential stormwater pond sites, sizes, locations, etc.
- j. Retaining walls
- k. Sound walls
- 1. Other features as directed by the CFX and GEC

2.10.4 Access Management

The CONSULTANT will ensure the appropriate access management standards are reflected within any alternative that effects the local roadway network.

2.10.5 Identify Construction Segments

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

2.11 Structures

2.11.1 Existing Structure Characteristics

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

2.11.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concept. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

2.12 Drainage

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternative. This effort will be coordinated with CFX and Osceola and Polk Counties to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve, and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternative. Additionally, the CONSULANT will obtain all data necessary to analyze any encroachments

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the viable alternate. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: identify and list all existing cross drains for its size, length, and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary hydrologic analysis for proposed bridge improvements over Reedy Creek and over Southport Canal. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis. For the impacts to the Tributary No. 3 to Reedy Creek, a preliminary hydrologic and hydraulic analysis will be performed using HEC-RAS to provide a conceptual design for two proposed alternatives, an open channel concept and a closed system, to meet the intent of the FEMA No-Rise certification.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

- a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
- b. Street names: label street names and highway numbers in immediate project area.
- c. Surface features: label all pertinent cultural and natural features and land use information.
- d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- e. Plot property lines.
- f. Plot new data as it becomes available to keep base maps up to date.

2.13.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans. At a minimum, the concept plan should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay the concept plans on the base maps. The concept plans will be prepared at an appropriate scale to convey detail of the varying roadway segments – for example, 1"=50' may be appropriate for the Cypress Parkway segment, while 1"=200' may be appropriate for the new location corridor segment. In addition, the CONSULTANT will draw an overall location plan of the project alternatives at an appropriate scale – e.g., 1" = 1,000'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULANT will develop the preferred alternative, which includes refinements from the public hearing, on the base maps at an appropriate scale to convey detail of the varying roadway segments – for example, 1"=50' may be appropriate for the Cypress Parkway segment, while 1"=200' may be appropriate for the new location corridor segment, for inclusion in the Preliminary Engineering Report.

2.14 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative. This includes identifying the location of potential "Park and Ride" facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

2.17 Park and Ride Lots

The CONSULTANT will identify potential locations for "Park and Ride" facilities.

2.18 Maintenance of Traffic

The CONSULTANT will analyze the preferred alternative for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of the preferred alternative. The No-Build Alternative will be included in the matrix.

The evaluation matrix will, at a minimum, include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

The CONSULTANT shall be prepared to present the preferred alternative and the evaluation at the project Public Hearing.

The CONSULTANT will complete an evaluation of the Preferred Alternative. This will include engineering, environmental and public input.

2.20 Selection of Preferred Alternative

Upon completion of the evaluation and comparison, the CONSULANT will identify the Preferred Alternative to the CFX.

2.21 Value Engineering (N/A)

2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

As part of the alternatives evaluation, the CONSULTANT shall prepare a construction cost estimate for the alternatives as well as a refined cost estimate of the Preferred Alternative.

2.24 Right-of-Way Cost Estimate

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the alternative shown on aerials and a Google Earth file (.kmz) as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

2.25 Preliminary Engineering Report (PER)

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available to the public prior to the Public Hearing. The Final PER will be finalized after the Public Hearing.

2.26 Other Engineering Services N/A

2.27 Quality Assurance/Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for insuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

3 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall perform the appropriate level of environmental analysis of each community, cultural, natural, or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, and will also follow the format and include content described in the PD&E Manual. The task of documentation includes the preparation of interim and draft reports prepared by the CONSULTANT for review and comment by the CFX and GEC prior to producing final reports and documents.

3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use, compared to existing (taking into account current plans and ongoing roadway improvements).

3.2 Socioeconomic Characteristics

The CONSULTANT will conduct an overview of the study area to explore the socioeconomic issues, features, and activities that will influence the development of the preferred alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- a. Schools
- b. Places of worship
- c. Community centers and parks
- d. Other public facilities
- e. Neighborhoods
- f. Specialized housing

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the preferred alternative. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

3.3 Economic

The CONSULTANT shall document how public comments, ideas, and concerns have been addressed as part of the project. The preferred alternative proposing a new roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses.

3.4 Mobility

The CONSULTANT shall review and analyze current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

3.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

3.6 Relocation Potential (N/A)

3.7 Archaeological and Historical Resources

The CONSULTANT will provide a cultural resource assessment for the preferred alternative, which shall include coordination with SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources within the Area of Potential Effect (APE) and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

3.8 Recreational/ Section 4(f)

Section 4(f) is not applicable. Recreational areas will be identified as part of 3.2.

3.9 Wetlands and Essential Fish Habitat

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

3.10 Water Quality

The CONSULTANT will obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

3.11 Special Designation

The CONSULTANT shall collect all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

3.12 Wildlife and Habitat

The CONSULTANT will generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the preferred alternative.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any State or Federal "critical habitat" must be identified.

The CONSULTANT will obtain all biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with the PD&E Manual.

3.13 Identify Permit Conditions

The CONSULTANT will obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions, and type of permits required.

3.14 Farmlands

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

3.15 Noise

The CONSULTANT shall perform a traffic noise analysis in accordance with the FDOT PD&E Manual. A desktop review will be performed to assess the potential for traffic noise impacts and if a detailed noise analysis is warranted. This task will include collecting all data necessary to perform the noise impact analysis. The CONSULTANT will develop Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative for the Noise Sensitive Areas (NSAs) potentially impacted by traffic noise. The CONSULTANT will conduct detailed traffic noise barrier analyses for NSAs within 400 feet of the project corridor. The CONSULTANT shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

3.16 Air Quality

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

3.17 Construction Impact Analysis

The CONSULTANT will address potential construction impacts associated with this project in accordance with the PD&E Manual.

3.18 Contamination

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

3.19 Class of Action Determination (N/A)

3.20 Type II Categorical Exclusion (N/A)

3.21 PEIR

The CONSULTANT will prepare the Project Environmental Impact Report (PEIR) in accordance with the PD&E Manual for review and comment by the CFX and GEC. The CONSULTANT will document Project Planning Consistency consistent with requirements for a State Environmental Impact Report (SEIR) in the PEIR. Following review by the CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Hearing. The Final PEIR will be finalized after the Public Hearing.

- 3.22 Environmental Assessment (N/A)
- 3.23 FONSI (N/A)
- 3.24 Draft EIS (N/A)

3.25 Final EIS (N/A)

3.26 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments, and any resolution meetings, if required.

4 MISCELLANEOUS

4.1 Contract and Project Files

Project Management efforts include complete setup and maintenance, development of monthly progress reports, schedule updates, and effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

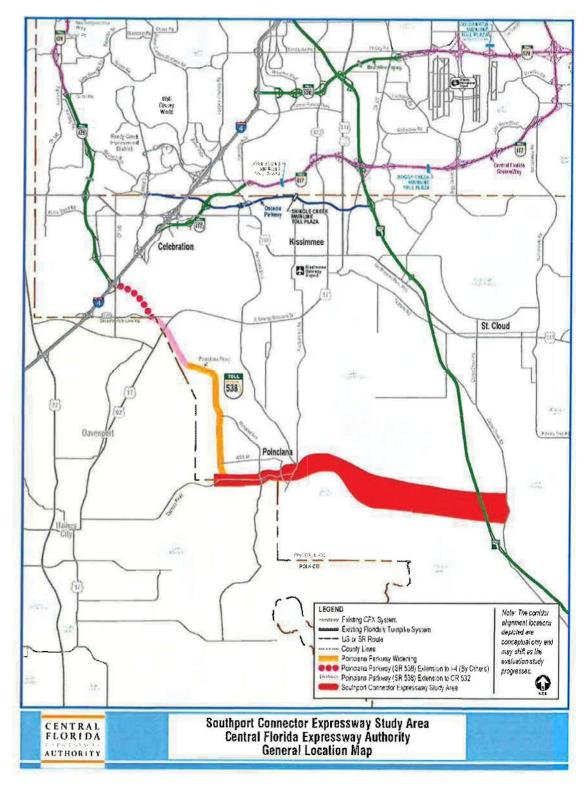
Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated thirty (30) biweekly progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

4.3 Additional Services – N/A

ATTACHMENT A - GENERAL LOCATION MAP



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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 following sections.

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

Design Element	Design Standard	Source				
Design Year	2045	- Scope of Services				
Design Vehicle	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. 1, p 1-19				
Design Speed Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2				
Lane Widths 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 Vot. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1				

Design Element		Design	Standard	Source	
Cross Slope (lanes 1-way) Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section <u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	+0.02 fl/fl -0.02 (typ 4.0% 5.0% (bety	(2), -0.03 fl (1), -0.02 f ical, unifor	t/ft (1) ft/ft (2), -0.03 m, no slope b h lane & aux. h lane & aux.	- FDOT PPM Vol. 1, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4	
Median Width Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph	60 to (64-1 40-ft 26-ft (with 22-ft 40-ft			- FDOT PPM Vol. 1, Tbl. 2,2.1	
Offset Left Turn Lanes Median width 30-ft Median width 30-ft	Parallel of Taper offse			- FDOT PPM Vol. I, Sect. 2,13.3 & Fig. 2,13.2 - AASHTO Exh. 9-98	
	Total	(ft)	Pavec	l (ft)	
Shoulder Width (lanes 1-way)	Outside	Left	Outside	Left	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4,
Freeway					Fig. 2,3,1
3-lane or more	12	12	10	10	- Design Standards Index No. 510
2-lane	12	8	10	4	
Ramp					
1-lane	6	6	4	2	
2-lane	10	8	8	4	
Aux. Lane	12	N/A	10	N/A	
Arterial & Collector (Norm, volume)					
2-lane divided	10	8	5	0	
1-lane undivided	10	N/A	5	N/A	
Service Road, 2-Lane, 2-Way, Undivided	10	10	5	5	
Shoulder Cross Slope	0.06	0.05	-		
Max. Shoulder "Roll-over"	7.0%	7.0%	-	-	
Bridge section (lanes 1-way)					
2-lane	10	6			
3-lane or more	10	10	-		- FDOT PPM Vol. 1, Fig. 2.0.1, 2.0.2, 2.0.4
1-fane ramp	6	6			
2-lane ramp	10	6	-	-	
Service Road, 2-Lane, 2-Way, Undivided	10	10	•	•	

Border Width Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, <i>(94-ft destrable)</i> 94-ft, <i>(L.O.C. plus 10-ft as minimum)</i> 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (ООСЕЛ Policy);
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Design Element	Des	ign Sta	andard	Source		
	Fill Height (ft)		Rate			
Roadside Slopes Front slope	10-20 1: 10-20 1: (U) 10-20 (U)		0 CZ & 1:4 0 CZ & 1:3 ith guardrail 10-ft bench at half ight of fill)	 FDOT PPM Vol. I, Tbl. 2.4.1 (OOCEA Policy)₃ Use 1:3 slopes, avoid 1:2 slopes except 		
Front slope (curb & gutter)	All	1:2 no	ot flatter than 1:6	where as necessary		
Back slope			r 1:3 w/ standard trap. ditch & 1:6 slope			
Back slope (curb & gatter)	All	1:2 nd	ot flatter than 1:6			
	Max. Grad	e				
Max. Grade / Max. Change in Grade Freeway (Rural / Urban) Ramp	3.0%		0.20% / 0.40%	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2		
Directional	5.0%		0.60%			
Loop Aneriał	7.0%		1,00%			
Rural	3.5%		0.50%			
Urban Collector	6.0%		0.70%			
Frontage Road/Service Road	6.5% to 9.0% 8.0%	0.70%				
Min. Grade Curb & Gutter	0.3%			- FDOT PPM Vol. I, Tbl. 2.6.4		
	Dsgn. Speed (mpl	1)	Distance (ft)			
Minimum Stopping Sight Distance	70		730	- FDOT PPM Vol 1, Tbl. 2.7.1		
(Grades 2.0%)	60 55		570 495			
	50		425			
	45		360			
	30		200			
Deside of the Distance	Dsgn, Speed (mpl	ι)	Distance (fl)			
Decision Sight Distance (Per avoidance maneuver)	70		780-1445 610-1280	- AASHTO Exh. 3-3		
(or anotexilor interestron)	55		535-1135			
	50		465-1030			
	45		395-930			
	30		220-620			

Horizontal Curve Length Freeway Others	V = Design Spe 30V (15V min.) 15V (400-ft min			- FDOT PPM Vol. I, Tbl. 2.8.2a				
MaxCurvature (Degree of Curve)Freeway $DS = 70$ mph Rural $DS = 60$ mph UrbanArteriat $DS = 55$ mph Rural $DS = 45$ mph UrbanCollector $DS = 45$ mph Frontage Road $DS = 50$ mph Service RoadRamp $DS = 50$ mph Directional $DS = 30$ mph Loop	3 30' 00'' 5 15' 00'' 8 15' 00'' 8 15' 00'' 8 15' 00'' 8 15' 00'' 24 45' 00''			- FDOT PPM Vol. I, Tbl. 2.8.3				
Design Element	Des	sign Stands	ird	Source				
$\begin{tabular}{lllllllllllllllllllllllllllllllllll$	80% (50% min.) 20% (50% min.) (Curves [227]) e _{nax} 0.10 0.10 0.10 0.05 0.05 0.10 0.10 0.10	C30 * 00 ** do n SE Tra 1: 1: 1: 1: 1: 1: 1: 1: 1:	ms. Rate 200s 225 225 150 200 200 200	-FDOT PPM Vol. 1, Sect. 2.9 - (OOCEA Policy); - FDOT PPM Vol. 1, Tol. 2,9 1, 2,9,2, 2,9,3, 2,9,4 - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28				
<u>Vertical Curves</u> Length , L = KA	Dsgn. Speed (mph) 70 60 55 50 45 30	K-v Crest 401 245 185 136 98 31	alue Sag 181 136 115 96 79 37	 FDOT PPM Vol. 1, 'Tbl. 2.8.5, 2.8.6 AASHTO Exh. 3-72 (crest), 3-75 (sag) OOCEA Policy₁ Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable 				
Minimum Lengths 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 \$00-ft 400 400-ft 300 350-ft 250 135-ft 135 135-ft 135 300-ft 200 300-ft 200 300-ft 200 300-ft 90-ft	-ft -ft -ft -ft -ft -ft						

Ramps Ramp Terminals Length Taper	Entrance "Parallel-Type" 900 to 1200-ft 300-ft (25.1)	Exit "Taper-Type" 550-ft (2 to 5 to 4 desirable)	 Design Standards Ind. No. 525 AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit [®] Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft	1	- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source		
Lane Drop Taper	$L = WS (DS \square \Box 45 mph)$ $L = WS^{2}/60 (DS \square \Box 45 mph)$	- Design Standards Ind. No. 525, 526		
	50:1 min, 70:1 desirable (freeways)	- AASHTO Pg. 818		
Clear Zone 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, ТЫ. 2.11.11		
Vertical Clearance Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. 1, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1		
Limited Access Limits 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.



Reports

E.1. Chairman's Report

THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

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E.2. Treasurer's Report

MEMORANDUM

TO:	CFX Board Members
FROM:	Michael Carlisle, Director of Accounting and Finance
DATE:	April 26, 2024 Mal a CM
RE:	March 2024 Financial Reports

Attached please find the March 2024 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

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

WWW.CFXWAY.COM



CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING MARCH 31, 2024 AND YEAR-TO-DATE

	 FY 24 MONTH ACTUAL	 FY 24 MONTH BUDGET	YE	FY 24 EAR-TO-DATE ACTUAL	YI	FY 24 EAR-TO-DATE BUDGET	 FY 24 AR-TO-DATE /ARIANCE	FY 24 YEAR-TO-DATE % VARIANCE	FY 23 - 24 YEAR-TO-DATE COMPARISON
REVENUES TOLLS FEES COLLECTED VIA UTN/UTC'S AND PBP'S	\$ 61,408,117 952,352	\$ 62,940,300 817,797	\$	526,883,447 6,294,421	\$	527,001,900 5,018,032	\$ (118,453) 1,276,389	0.0% 25.4%	14.9% 15.4%
TRANSPONDER SALES OTHER OPERATING INTEREST MISCELLANEOUS	 191,342 259,835 1,335,830 75,303	 204,636 180,497 850,562 75,407		1,611,477 1,949,205 12,776,454 696,805		1,815,168 1,457,809 7,655,059 678,667	 (203,691) 491,396 5,121,395 18,139	-11.2% 33.7% 66.9% 2.7%	-5.4% 19.6% 54.1% 13.5%
TOTAL REVENUES	\$ 64,222,778	\$ 65,069,200	\$	550,211,809	\$	543,626,634	\$ 6,585,176	1.2%	15.5%
O M & A EXPENSES OPERATIONS MAINTENANCE ADMINISTRATION OTHER OPERATING	\$ 8,295,546 2,719,647 921,832 259,581	\$ 8,795,838 3,112,486 1,007,512 240,417	\$	58,108,087 13,931,741 8,252,845 1,742,779	\$	63,857,693 15,078,676 9,388,672 1,706,958	\$ 5,749,606 1,146,935 1,135,827 (35,821)	9.0% 7.6% 12.1% -2.1%	6.4% 8.8% 6.7% -13.0%
TOTAL O M & A EXPENSES	\$ 12,196,606	\$ 13,156,253	\$	82,035,452	\$	90,031,999	\$ 7,996,547	8.9%	6.3%
NET REVENUES BEFORE DEBT SERVICE	\$ 52,026,172	\$ 51,912,947	\$	468,176,357	\$	453,594,634	\$ 14,581,723	3.2%	17.3%
COMBINED NET DEBT SERVICE	\$ 17,781,219	\$ 18,119,531	\$	160,566,367	\$	163,096,575	\$ 2,530,208	1.6%	-1.7%
NET REVENUES AFTER DEBT SERVICE	\$ 34,244,953	\$ 33,793,416	\$	307,609,990	\$	290,498,059	\$ 17,111,931	5.9%	30.4%

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 MARCH 31, 2024 AND YEAR-TO-DATE

	 FY 2024 ACTUAL		FY 2024 BUDGET	v	ARIANCE	FY 24 YEAR-TO-DATE % VARIANCE
Operations	\$ 58,108,087	\$	63,857,693	\$	5,749,606	9.0%
Maintenance	13,931,741		15,078,676		1,146,935	7.6%
Administration	8,252,845		9,388,672		1,135,827	12.1%
Other Operating	 1,742,779		1,706,958		(35,821)	-2.1%
Total O M & A	\$ 82,035,452	\$	90,031,999	\$	7,996,547	8.9%
Capital Expenditures						
Operations	\$ 10,014	\$	-	\$	(10,014)	0.0%
Maintenance	45,486		53,000		7,515	14.2%
Administration	 94,695		60,000		(34,695)	-57.8%
Total Capital Expenditures	\$ 150,194	\$	113,000	\$	(37,194)	-32.9%

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Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the Nine Months Ending March 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage	
Toll Operations	573,094	638,489	65,396	10.24%	
Image Review	11,542,869	12,836,334	1,293,465	10.08%	
Special Projects	226,200	222,244	(3,955)	-1.78%	
Information Technology	5,611,470	6,725,923	1,114,454	16.57%	
E-PASS Service Center	19,320,535	20,282,263	961,727	4.74%	
Business Relations	116,969	133,149	16,180	12.15%	
Public Outreach/Education	2,164,411	2,197,317	32,906	1.50%	
Subtotal CFX	\$39,555,547	\$43,035,719	\$3,480,172	8.09%	
Plazas	18,562,554	20,821,974	2,259,420	10.85%	
Subtotal Toll Facilities	\$18,562,554	\$20,821,974	\$2,259,420	10.85%	
Total Operations Expenses	\$58,118,101	\$63,857,693	\$5,739,592	8.99%	



Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Nine Months Ending March 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	2,081,708	2,249,732	168,024	7.47%
Traffic Operations	2,804,041	2,993,008	188,967	6.31%
Routine Maintenance	9,091,478	9,888,937	797,458	8.06%
Total Maintenance Expenses	\$13,977,227	\$15,131,676	\$1,154,449	7.63%



Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Nine Months Ending March 31, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	973,045	949,175	(23,870)	-2.51%
Security	212,680	224,662	11,981	5.33%
525 Magnolia	138,319	145,807	7,488	5.14%
Administrative Services	1,931,814	2,130,473	198,659	9.32%
Engineering	76,775	82,374	5,599	6.80%
Legal	406,532	570,834	164,302	28.78%
Accounting	1,432,458	1,621,456	188,998	11.66%
Procurement	550,630	659,968	109,338	16.57%
Contracts Compliance	154,425	170,757	16,332	9.56%
Risk Management	535,342	553,833	18,491	3.34%
Records Management	290,170	327,521	37,351	11.40%
Human Resources	390,229	429,508	39,279	9.15%
Business Opportunity	142,552	246,969	104,417	42.28%
Communications	644,145	846,455	202,310	23.90%
Construction Administration	75,908	86,388	10,481	12.13%
Internal Audit	360,578	361,587	1,009	0.28%
Transportation Planning and Policy	31,937	40,905	8,968	21.92%
Grand Total Expenses	\$8,347,539	\$9,448,672	\$1,101,133	11.65%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING MARCH 31, 2024 AND YEAR-TO-DATE

	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 526,883,447	\$ 527,001,900	\$ (118,453)	\$ 458,726,226	\$ 452,079,571	\$ 6,646,655	\$ (6,765,108)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	6,294,421	5,018,032	1,276,389	5,454,462	4,645,972	808,490	467,899
TRANSPONDER SALES	1,611,477	1,815,168	(203,691)	1,704,197	1,471,150	233,047	(436,738)
OTHER OPERATING	1,949,205	1,457,809	491,396	1,629,818	1,180,688	449,130	42,266
INTEREST	12,776,454	7,655,059	5,121,395	8,292,514	1,771,558	6,520,956	(1,399,561)
MISCELLANEOUS	696,805	678,667	18,139	614,144	603,767	10,377	7,762
TOTAL REVENUES	\$ 550,211,809	\$ 543,626,634	\$ 6,585,176	\$ 476,421,361	\$ 461,752,706	\$ 14,668,655	\$ (8,083,479)
O M & A EXPENSES							
OPERATIONS	\$ 58,108,087	\$ 63,857,693	\$ 5,749,606	\$ 54,597,991	\$ 57,797,565	\$ 3,199,574	\$ 2,550,032
MAINTENANCE	13,931,741	15,078,676	1,146,935	12,808,227	13,365,668	557,441	589,494
ADMINISTRATION	8,252,845	9,388,672	1,135,827	7,736,675	8,095,095	358,420	777,407
OTHER OPERATING	1,742,779	1,706,958	(35,821)	2,003,738	1,504,682	(499,056)	463,235
TOTAL O M & A EXPENSES	\$ 82,035,452	\$ 90,031,999	\$ 7,996,547	\$ 77,146,631	\$ 80,763,010	\$ 3,616,379	\$ 4,380,168
NET REVENUES BEFORE DEBT SERVICE	\$ 468,176,357	\$ 453,594,634	\$ 14,581,723	\$ 399,274,730	\$ 380,989,696	\$ 18,285,034	\$ (3,703,311)
COMBINED NET DEBT SERVICE	\$ 160,566,367	\$ 163,096,575	\$ 2,530,208	\$ 163,405,415	\$ 164,902,016	\$ (1,496,601)	\$ 4,026,809
NET REVENUES AFTER DEBT SERVICE	\$ 307,609,990	\$ 290,498,059	\$ 17,111,931	\$ 235,869,315	\$ 216,087,680	\$ 19,781,635	\$ (2,669,704)

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING MARCH 31, 2024 AND YEAR-TO-DATE

	FY 24 MONTH ACTUAL	FY 23 MONTH ACTUAL	FY 23 - 24 SAME MONTH COMPARISON	FY 24 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE ACTUAL	FY 23 - 24 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 61,408,117	\$ 65,155,586	\$ (3,747,469)	\$ 526,883,447	\$ 458,726,226	\$ 68,157,221
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	952,352	915,452	36,900	\$ 6,294,421	5,454,462	839,959
TRANSPONDER SALES	191,342	231,945	(40,603)	\$ 1,611,477	1,704,197	(92,720)
OTHER OPERATING	259,835	254,485	5,350	\$ 1,949,205	1,629,818	319,387
INTEREST	1,335,830	1,320,036	15,794	\$ 12,776,454	8,292,514	4,483,940
MISCELLANEOUS	75,303	67,668	7,635	\$ 696,805	614,144	82,661
TOTAL REVENUES	\$ 64,222,778	\$ 67,945,172	\$ (3,722,394)	\$ 550,211,809	\$ 476,421,361	\$ 73,790,448
O M & A EXPENSES						
OPERATIONS	\$ 8,295,546	\$ 6,757,200	\$ 1,538,346	\$ 58,108,087	\$ 54,597,991	\$ 3,510,096
MAINTENANCE	2,719,647	2,255,126	464,521	\$ 13,931,741	12,808,227	1,123,514
ADMINISTRATION	921,832	818,792	103,040	\$ 8,252,845	7,736,675	516,170
OTHER OPERATING	259,581	813,796	(554,215)	\$ 1,742,779	2,003,738	(260,959)
TOTAL O M & A EXPENSES	\$ 12,196,606	\$ 10,644,914	\$ 1,551,692	\$ 82,035,452	\$ 77,146,631	\$ 4,888,821
NET REVENUES BEFORE DEBT SERVICE	\$ 52,026,172	\$ 57,300,258	\$ (5,274,086)	\$ 468,176,357	\$ 399,274,730	\$ 68,901,627
COMBINED NET DEBT SERVICE	\$ 17,781,219	\$ 18,103,693	\$ (322,474)	\$ 160,566,367	\$ 163,405,415	\$ (2,839,048)
NET REVENUES AFTER DEBT SERVICE	\$ 34,244,953	\$ 39,196,565	\$ (4,951,612)	\$ 307,609,990	\$ 235,869,315	\$ 71,740,675

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

Regular Agenda Items

F.





INTERAGENCY AGREEMENT FOR SR 534 Glenn Pressimone, Chief of Infrastructure May 9, 2024

SR 534 Osceola Parkway Extension - History

- 2005 Osceola County Comprehensive Plan: New corridors around growth boundary
- 2012 Osceola County Expressway Authority (OCX): 2040 Master Plan.
- 2016 CFX incorporated OCX master plan segments into CFX Master Plan.
- 2017 OCX completed the Osceola Parkway Extension Project Development & Environment (PD&E) Study and approved a Project Environmental Impact Report (PEIR).
- 2018 CFX completed a Concept Feasibility and Mobility Study
- 2019 CFX completed PD&E Re-evaluation Study
 - Preferred Alternative Approved by CFX Governing Board
 - Resolution of Support Approved by Orange County Commission
 - Resolution of Support Approved by Osceola County Commission
 - Right of Way & Conservation Land Conveyance Agreements Approved by CFX Governing Board
- 2022 Florida Communities Trust (FCT) Governing Board agreed to modify the grant with requirements for mitigation Resolution of Support Approved by CFX Governing Board – included \$ for restoration & management of donated land
- 2023 Osceola County requested Florida Fish and Wildlife Conservation Commission (FWC) release portions of easements Orange County Commission withdraws support of the pending application FWC Board requested more information
- 2024 FWC, Osceola County and CFX met to discuss terms for release of easements (April) FWC public meeting held regarding proposed terms (April 18) FWC Board approves terms (May 1)



CFX Resolution of Support May 2022

- CFX will not request a widening of the easement after the initial construction of the Expressway.
- CFX supports granting a conservation and preservation easement across Split Oak and the 1,550 acres of donated land to a qualified land conservancy organization.
- CFX agrees to fund restoration to meet the criteria identified in an independent management plan and will fund the maintenance for a 30-year period for the 1,550 acres of donated land. Restoration and maintenance costs is estimated to be approximately +/-\$13 million net present value.
- CFX supports the efforts of Florida Fish and Wildlife Conservation and other land management agencies to assure that gopher tortoise
 mitigation easement areas within the 160 acres impacted by the Osceola Expressway Extension project are replaced with areas suitable
 for gopher tortoise habitat contiguous to and linked in a corridor to Split Oak.
- CFX supports the grant of easement to the Florida Trail Association to promote, develop and maintain a network of hiking trails through Split Oak and the 1,550 acres of donated land with some allowanced for dog friendly trails.
- CFX agrees to provide substantial bridged wildlife crossings along the 1.3-mile Expressway through Split Oak in Osceola County; using the Wekiva Parkway wildlife crossings as a model for this project.
- CFX will advocate for the expansion of wildlife corridors to provide more wildlife connectivity to other preservation lands in the area based on the 2021 Florida Ecological Greenways Network.
- CFX will erect appropriate signage and warning signals along the expressway for the periodic prescribed burns necessary for the
 conservation and preservation of Split Oak and will coordinate with the appropriate agencies to alert the traveling public of
 prescribed burns in the area when necessary.



SR 534 Osceola Parkway Extension - Proposed Term Sheet

- FWC will release any portion of the conservation easements, management easements and/or responsibilities, and any other rights it has within the **60 acres** of Split Oak in Osceola County that have been identified for the CFX linear facility.
- FWC will retain any conservation easements it currently holds within the 100 acres south of the 60 acres that have been identified for the CFX linear facility.
- Osceola County will grant CFX a permanent perpetual easement over the 60 acres for the linear facility. CFX will have the following elements included in the design of the 1.3-mile linear facility through Split Oak in Osceola County:
 - Bridged and/or tunneled wildlife and pedestrian crossings. The types and locations of crossings will be coordinated with FWC during design.
 - Appropriate signage and warning signals along the linear facility for periodic prescribed burns necessary for the conservation and preservation of Split Oak.
- CFX will convey, or cause to be conveyed, title to the 1,550 acres to FWC (State of Florida).
- CFX will provide funding to FWC for the restoration and management, over a 30-year period, for the 1,550 acres. Payment from CFX to FWC will be a lump sum of \$23,900,000.
- CFX supports FWC working with the Florida Trail Association on hiking trails through Split Oak and the 1,550 acres of donated land.
- CFX will provide funding in the lump sum of \$1,250,000 to FWC for the improvements (in Split Oak Forest in both Orange and Osceola Counties) that include:
 - Enhancements to Entrance package and Picnic Pavilions in Split Oak (Orange County)
 - Split Oak Bonnet Pond Viewing Platform
 - Parking area, picnic facilities, trail head in Split Oak (Osceola County)
 - Trails within the 1,550 acres
- CFX will support FWC working with the Districts and FDEP to identify and accept lands within the FWC-identified WMAs/WEAs optimum boundaries, in support of the Wildlife Corridor Act, in lieu of the purchase of mitigation bank credits by CFX for direct impacts associated with any CFX projects for \$18,000,000.



Recommended Motion

Board authorization for the Executive Director to enter into an interagency agreement based on the terms as presented with Florida Fish and Wildlife Conservation Commission and Osceola County.



F. 2.

Michelle L. Miller, CPA

450 S. Orange Avenue, Suite 900 Orlando, FL 32801 Office: 407.650.1019 Mobile: 407.421.0565

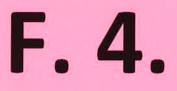
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Michelle.miller@nnnreit.com linkedin.com/in/michelle-miller-583540192

Mission:	To increase shareholder value through people, process and intelligent use of information
Value Proposition:	 Experienced executive senior leader with a broad range of responsibilities including accounting, finance and information technology, including cybersecurity efforts Proven strategic and thoughtful problem-solver with a history of providing the best solution for economic and financial success of the company Works closely with the Board on business strategy and the impact of accounting guidance and information systems on the business entity People focused through management and continuous improvement Understands the challenges of executive management and corporate governance matters Qualified to serve on a public company audit committee as a financial expert
Experience:	 National Retail Properties, Inc. (NYSE:NNN), Orlando, FL 1999 – Present: <i>Executive Vice President and Chief Accounting Officer</i> Responsible for overseeing all aspects of the company's financial and information technology functions including: general accounting, budgeting and forecasting, payroll, accounts payable and receivable, information systems and cyber security Oversee Cyber security platform and posture of the Company Responsible for Securities and Exchange Commission filings Accountable to the auditors and financial regulators Responsible for setting and enforcing accounting policy for the company Highly regarded senior executive officer who interacts and presents at Audit Committee and Board Meetings Lead liaison with the Audit Committee Contributor for company's ESG initiatives including member of Sustainability Tem Customer facing role in resolving lease issue and tenant concerns Oversee Data Warehouse implementation, property scorecard and future development Approver of all acquisition through Real Estate Investment Committee 2012 – 2015: Senior Vice President—Accounting and Finance 2006 – 2011: Vice President—Accounting and Finance 1999 – 2005: Director of Accounting and Finance 1999 – 2005: Director of Accounting and Finance KPMG, LLP, Orlando, FL 1991-1999: Senior Manager Real estate and financial institutions
Education:	 Florida State University, 1991 Bachelor of Science – Accounting and Finance Certified Public Accountant (FL)
Memberships/Activitie	 BM Cybersecurity Basics course Steering Committee Member – CAO Network sponsored by EY Member: Nareit, ICSC, AICPA, FICPA and FICFO Hagerty High School Athletic Booster Club 2012 – 2018: <i>President/Treasurer</i>
Personal:	Married (29 Years) Four Daughters (Ages 27, 25, 24, 20) Home Address: 3570 Hollow Oak Run, Oviedo, FL 32766

F. 3.

THE BACKUP FOR THIS ITEM WILL BE PROVIDED AT A LATER DATE

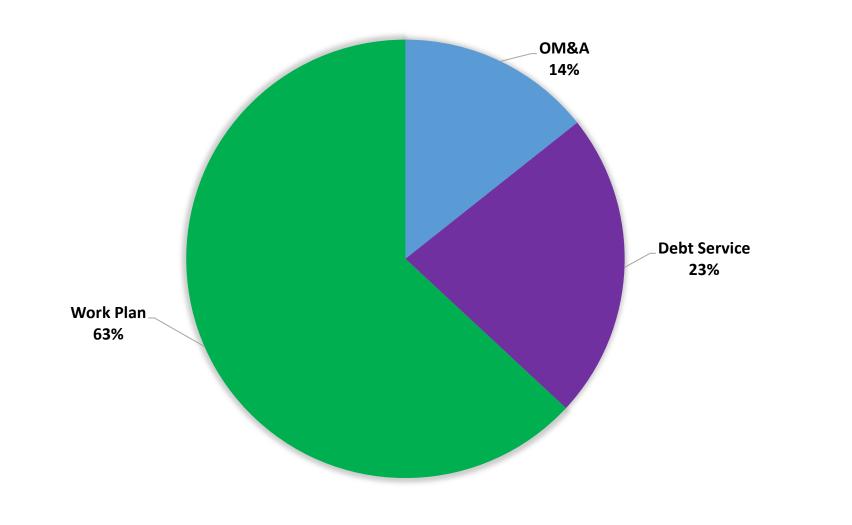




FY 2025-29 FIVE-YEAR WORK PLAN FY 2025 OPERATIONS, MAINTENANCE & ADMINISTRATIVE

BUDGET PRESENTATION

Total Spend for FY 2025

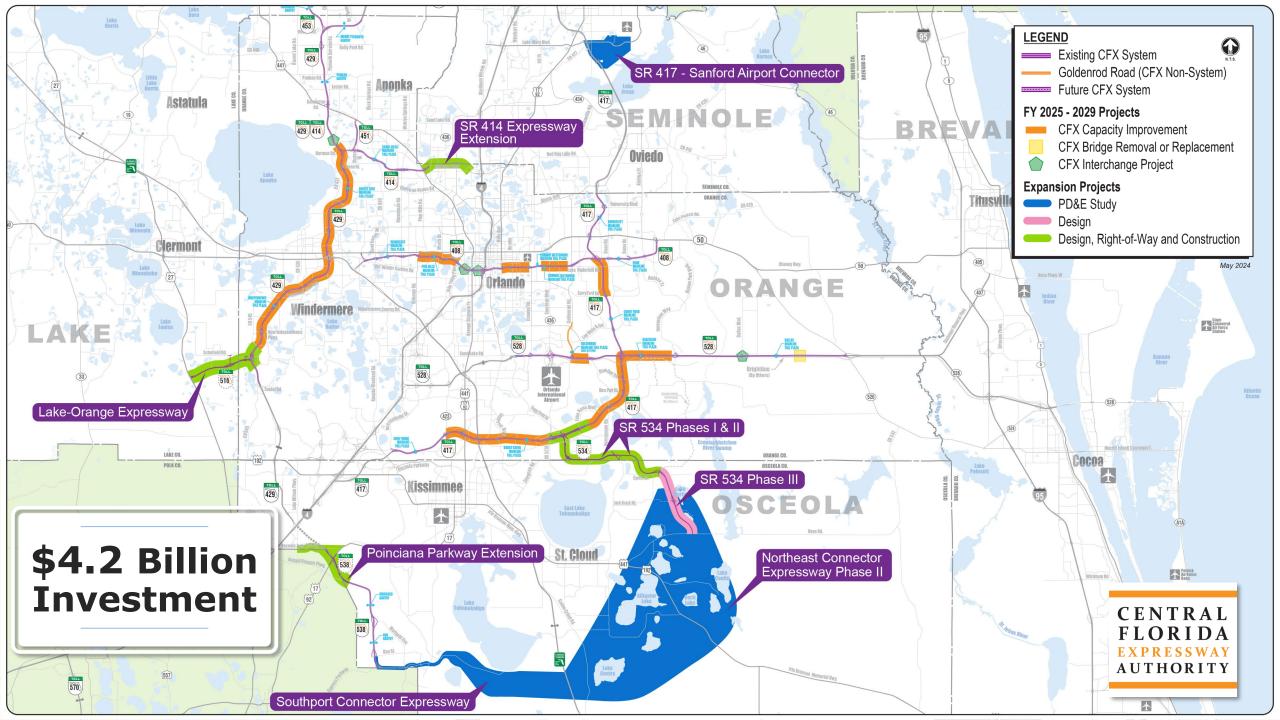




FY 2025-2029 Work Plan

Project Cost Summary (\$000's)		Fiscal Year						
Category	2024/25	2025/26	2026/27	2027/28	2028/29	Totals		
Existing System Improvements	157,955	59,704	39,724	117,195	251,926	626,504		
System Expansion Projects	401,301	438,127	700,312	710,591	621,209	2,871,540		
Interchange Projects	8,683	96,108	117,386	60,599	774	283,550		
Facilities Projects	12,204	5,029	3,708	4,234	7,956	33,131		
Transportation Technology Projects	14,384	24,838	2,133	3,127	5,995	50,477		
Information Technology Projects	16,440	15,327	2,488	2,186	2,186	38,627		
Signing and Pavement Markings	9,190	11,511	2,521	7,796	10,885	41,903		
Renewal and Replacement Projects	32,936	14,718	43,349	61,730	39,458	192,191		
Landscape & Hardscape Projects	1,958	9,609	10,964	744	1,684	24,959		
Non-System Projects	7,057	0	246	3,107	0	10,410		
TOTALS	662,108	674,972	922,832	971,309	942,073	4,173,294		





Revenues

	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget	<u>% Change Over</u>
		<u>Year End</u>		<u>FY 24 Budget</u>
Tolls	\$706,400,000	\$713,000,000	\$754,800,000	7%
Fees	7,555,000	8,673,983	8,827,300	17%
Transponder Sales	2,423,759	2,085,704	1,946,992	-20%
Other Operating	2,165,967	2,663,408	2,663,958	23%
Interest	10,206,745	14,887,591	25,035,789	145%
Miscellaneous	906,374	910,834	974,818	8%
Total Revenues	\$729,657,845	\$742,221,520	\$794,248,857	9%



	FY 2024 Budget	FY 2024 Projected Year End	FY 2025 Budget	% Change Over FY 24 Budget
Operations	\$97,818,501	\$89,979,058	\$99,648,980	2%
Maintenance	\$26,751,636	\$23,599,593	\$29,775,696	11%
Administration	\$12,971,273	\$11,626,592	\$14,189,212	9%
Other Operating	\$2,885,000	\$2,985,032	\$2,973,700	3%
Total Expenses	\$140,426,410	\$128,190,275	\$146,587,588	4%

A&MO



Debt Service Ratio

	FY 2024 Budget	<u>FY 2024 Projected</u> <u>Y</u> ear End	FY 2025 Budgeted
Total Revenues	\$729,657,845	\$742,221,520	\$794,248,857
Total Expenses	140,426,410	128,190,275	146,587,588
OM&A Reserve Deposits	1,763,344	1,763,344	770,148
FDOT Advances	(7,800,421)	(7,851,046)	(8,346,461)
Net Revenues	\$595,268,512	\$620,118,948	\$655,237,583
Senior Debt Service Payments	\$203,845,621	\$203,845,621	\$215,142,919
Senior Debt Service Ratio	2.92	3.04	3.20





- Toll revenue budget \$2,500,000
- Total operations and maintenance expense budget \$626,684









Capital Planning Model Results



Requires additional debt

Approximately \$2.85 billion Over next 5 years



Modeling updated

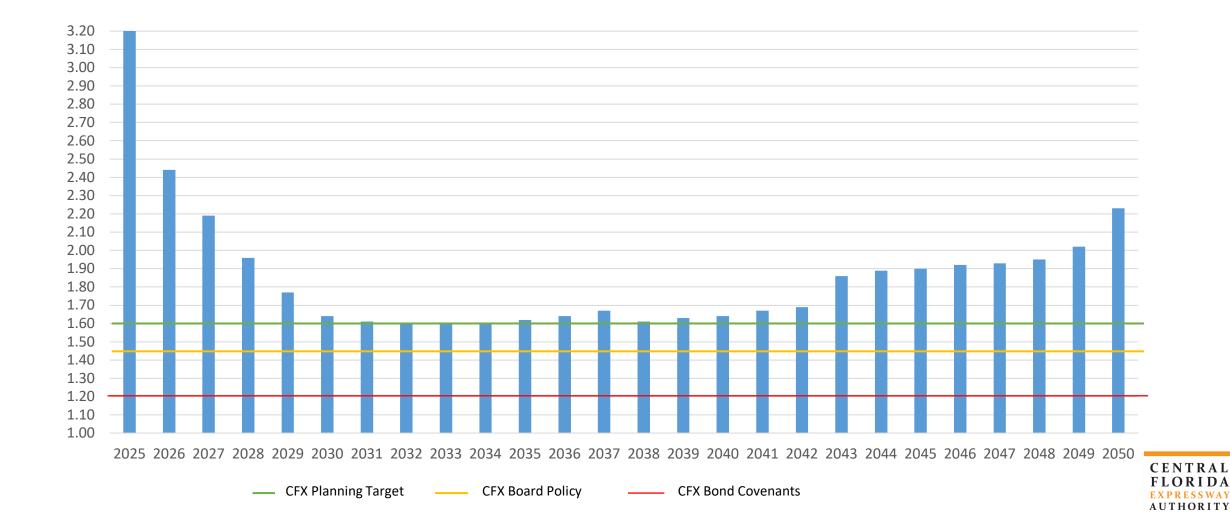
New bonds are issued New major assumptions



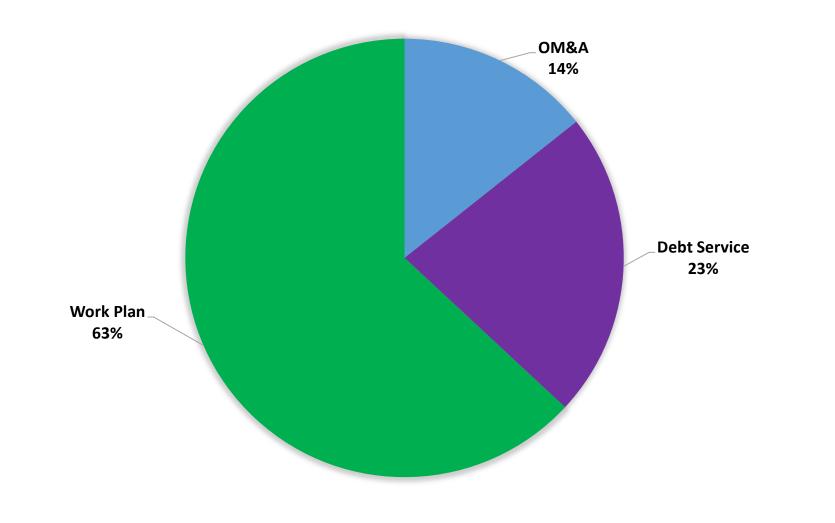
Debt coverage ratio meets 1.60 planning target



Projected Senior Lien Coverage Ratio



Budget for FY 2025





Recommended Motion

Approval of Budget, Fiscal Years 2025-2029 Five-Year Work Plan and Fiscal Year 2025 Operations, Maintenance and Administrative.



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Central Florida Expressway Authority Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
_						
Revenues: Tolls	¢ 700 400 000	¢ 740,000,000	¢ 754 000 000	¢40,400,000	6%	7%
	\$706,400,000	\$713,000,000 8.673.983	\$754,800,000	\$48,400,000 1,272,300	6% 2%	17%
Fees Collected via Pay by Plate and UTC's	7,555,000 2,423,759	2.085.704	8,827,300		2% -7%	-20%
Transponder sales	, .,	, , .	1,946,992	(476,767)		-20%
Other Operating	2,165,967	2,663,408	2,663,958	497,991	0%	
Interest	10,206,745	14,887,591	25,035,789	14,829,044	68%	145%
Miscellaneous	906,374	910,834	974,818	68,444	7%	8%
Total revenues	729,657,845	742,221,520	794,248,857	64,591,012	7%	9%
Expenses:						
Operations	97,818,501	89,979,058	99,648,980	1,830,479	11%	2%
Maintenance	26,751,636	23,599,593	29,775,696	3,024,060	26%	11%
Administrative	12,971,273	11,626,592	14,189,212	1,217,939	22%	9%
Other Operating	2,885,000	2,985,032	2,973,700	88,700	0%	3%
Total expenses	140,426,410	128,190,275	146,587,588	6,161,178	14%	4%
Add deposits into OMA reserve	1,763,344	1,763,344	770,148	(993,197)		
Less advances for operations and maintenance						
expenses received from the FDOT	(7,800,421)	(7,851,046)	(8,346,461)	(546,040)	6%	7%
Total Expenses and Deposits	134,389,333	122,102,573	139,011,275	4,621,941	14%	3%
Net revenues, as defined, plus payments received from the FDOT	595,268,512	620,118,948	655,237,583	59,969,071	6%	10%
Senior debt service payments*	203,845,621	203,845,621	204,442,830	597,209	0%	0%
Subordinate debt service payments	10,444,373	10,444,373	10,700,089	255,716	2%	2%
Total debt payments plus FDOT repayments	214,289,994	214,289,994	215,142,919	852,925	0%	0%
Subordinate debt service ratio of net revenues to total debt payment	2.78	2.89	3.05	0.27	5%	10%
Senior debt service ratio of net revenues to debt service	2.92	3.04	3.20	0.28	5%	10%

* Per Bond Resolution Calculation.

Central Florida Expressway Authority Budgeted Flow of Funds - Including Subordinate Payments On a Cash Flow Basis

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$706,400,000	\$713,000,000	\$ 754,800,000	\$48,400,000	6%	7%
Fees Collected via Pay by Plate and UTC's	7,555,000	8,673,983	8,827,300	1,272,300	2%	17%
Transponder sales	2,423,759	2,085,704	1,946,992	(476,767)	-7%	-20%
Other Operating	2,165,967	2,663,408	2,663,958	497,991	0%	23%
Interest	10,206,745	14,887,591	25,035,789	14,829,044	68%	145%
Miscellaneous	906,374	910,834	974,818	68,444	7%	8%
Total revenues	729,657,845	742,221,520	794,248,857	64,591,012	7%	9%
Expenses:						
Operations	97,818,501	89,979,058	99,648,980	1,830,479	11%	2%
Maintenance	26,751,636	23,599,593	29,775,696	3,024,060	26%	11%
Administrative	12,971,273	11,626,592	14,189,212	1,217,939	22%	9%
Other Operating	2,885,000	2,985,032	2,973,700	88,700	0%	3%
Total expenses	140,426,410	128,190,275	146,587,588	6,161,178	14%	4%
Debt service payments	206,525,621	206,525,621	219,857,830	13,332,209	6%	6%
Subordinate debt service payments	10,949,068	10,949,068	11,245,769	296,701.0	3%	3%
Renewal and Replacement Reserve	6,024,204	6,024,204	42,557,152	36,532,948	606%	606%
OM&A Capital Expenditures & Projects	411,000	200,277	345,000	(66,000)	72%	-16%
Net Available for System Projects	\$365,321,542	\$390,332,076	\$373,655,518	\$8,333,976	-4%	2%

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
		-		<u> </u>		
SALARIES & BENEFITS						
Salaries & Wages	\$ 9,957,284	\$ 8,392,488	\$ 11,705,324	\$ 1,748,040	39%	18%
Social Security and Medicare	687,091	586,370	797,863	110,772	36%	16%
Retirement Contributions -FRS	1,700,163	1,450,606	1,954,619	254,456	35%	15%
Life and Health Insurance	2,218,932	1,588,518	2,507,234	288,302	58%	13%
State Assessment	21,485	16,424	23,824	2,339	45%	11%
Workers' Compensation	73,748	65,771	88,222	14,474	34%	20%
Total Salaries & Benefits	14,658,703	12,100,177	17,077,086	2,418,383	41%	16%
OTHER						
Cost Of Transponders Sold - Sticker	2,526,235	1,602,200	1,650,200	(876,035)	3%	-35%
Cost Of Transponders Sold - Bumper	5,400	4,400	4,525	(875)	3%	-16%
Cost Of Transponders Sold - Dual Protocol	1,600	2,427	2,475	875	2%	55%
Cost Of Transponders Sold - Hang Tag	26,000	32,095	33,060	7,060	3%	27%
Cost Of Transponders Sold - Uni	1,395,054	1,023,175	1,053,870	(341,184)	3%	-24%
Cost Of Transponders Sold - Uni Black	1,586,822	1,315,600	1,355,060	(231,762)	3%	-15%
Professional Services	1,793,600	1,717,600	2,241,600	448,000	31%	25%
Legal Fees	72,000	72,000	72,000	-	0%	0%
Consultant Fees	356,000	287,956	368,000	12,000	28%	3%
Maintenance Program Support	100,000	61,033	100,000	-	64%	0%
Maintenance Program Support - ITS	600,000	650,000	700,000	100,000	8%	17%
FON Program Support	275,000	250,000	275,000	-	10%	0%
Pavement Management System	31,000	-	31,000	-		0%
Auditing Fees	90,000	90,000	90,000	-	0%	0%
Contract Personnel	24,451,052	20,758,141	22,016,050	(2,435,002)	6%	-10%
Contract Personnel - ITS	-	-	250,000	250,000		
Toll Plazas Sarlaries/Wages	14,588,974	14,005,415	15,026,643	437,669	7%	3%
Toll Plazas Other Direct Expenses	484,588	484,588	499,122	14,534	3%	3%
Toll Collection Management Fees	1,199,015	1,199,015	1,220,626	21,611	2%	2%
Toll Plazas Administration Salaries	2,115,842	2,115,842	2,173,151	57,309	3%	3%
Toll Plazas Office Expenses	343,503	343,503	353,834	10,331	3%	3%
Toll Plazas Insurance and Bond	55,698	55,698	56,370	672	1%	1%
Florida Highway Patrol Services	3,272,290	1,800,000	1,965,637	(1,306,653)	9%	-40%
Motorist Service Patrol Agreement	1,892,994	1,958,455	2,140,000	247,006	9%	13%
Rapid Incident Scene Clearance	49,000	35,000	49,000	-	40%	0%
Toll Plazas Janitorial	428,791	428,791	435,558	6,767	2%	2%
Travel	117,900	89,214	140,000	22,100	57%	19%
Reimbursed Local Travel	13,650	9,740	11,350	(2,300)	17%	-17%
Gasoline	31,000	26,946	35,115	4,115	30%	13%
Telephone Service	290,965	322,268	338,300	47,335	5%	16%
Internet Service	110,000	119,665	110,000	-	-8%	0%
Postage and Delivery	5,020,764	5,958,109	6,585,800	1,565,036	11%	31%
Printing	1,525,075	1,473,524	1,560,125	35,050	6%	2%
Service Center Printing and Mailing	110,370	120,000	129,600	19,230	8%	17%
CAFR	24,000	24,000	29,000	5,000	21%	21%
Utilities	2,608,762	2,877,500	2,906,600	297,838	1%	11%
Leases - Equipment	43,461	41,120	36,885	(6,576)	-10%	-15%
Records Management	40,210	29,287	106,425	66,215	263%	165%
Lease Expense-VTP	64,700	60,512	62,400	(2,300)	3%	-4%
Toll System Monitoring	300,510	518,414	696,574	396,064	34%	132%
Insurance	1,536,046	1,511,571	1,991,071	455,025	32%	30%
Repairs & Maint Equipment	918,750	877,158	1,020,350	101,600	16%	11%
Element Element	0.0,700	0.7,100	.,,	101,000	1070	11/0

Central Florida Expressway Authority All Activities - Total By Line Item

	10.000	40.000	40.000		400/	00/
Maintenance FON Locates	18,000	16,000	18,000	-	13%	0%
Maintenance - ITS Infrastructure	2,457,000	1,900,000	2,892,527	435,527	52%	18%
Support & Maint Software	130,300	133,938	142,000	11,700	6% 49%	9% 16%
Repairs & Maint Software and Hardware Maintenance - Toll Collection Software	2,378,250 1,440,000	1,854,960	2,758,682	380,432	49%	16% 0%
		1,441,575	1,440,000	-	31%	0%
Maintenance - Toll System Replacement	1,494,455 190,000	1,138,563 160,000	1,494,455	- (25.000)	31%	-13%
Repairs & Maint Fiber Optic Network	-	-	165,000	(25,000)	-2%	-13% -2%
Facilities Maintenance	3,165,045	3,137,016	3,087,277	(77,768)		
Repairs and Maint Toll Equipment	2,715,499 478,670	2,707,442 475,975	3,057,618 502,358	342,119 23,688	13% 6%	13% 5%
Repairs and Maint Toll Equipment Parts	-	-	•	148,298	13%	13%
Repairs & Maint VES Equipment Repairs & Maint Vehicles	1,122,259 24,900	1,122,259 18,824	1,270,557 29,900	5,000	59%	20%
System Modifications Maintenance -Website	-	15,000	15,000	5,000	0%	20%
Roadway and Bridges Maintenance	10,633,331	10,151,708	13,427,983	2,794,652	32%	26%
Landscape Maintenance Service	3,643,552	3,339,023	3,873,011	229,459	16%	6%
Bridge Inspection	530,000	463,000	500,000	(30,000)	8%	-6%
Sign Maintenance/Inspection	313,499	276,600	318,999	5,500	15%	-0 %
Traffic Signals and Lights	230,000	460,000	230,000	-	-50%	0%
Aquatics	316,666	158,116	240,481	(76,185)	52%	-24%
Board Meeting Broadcasting	11,700	11,700	11,700	-	0%	0%
Promotion	3,200,000	3,200,000	3,400,000	200,000	6%	6%
Newsletter	3,600	3,600	3,600	-	0%	0%
Photography	2,500	2,500	3,500	1,000	40%	40%
Displays	3,500	3,500	5,500	2,000	57%	57%
Graphic Production Services	110,500	110,500	110,500	_,	0%	0%
Promotional Items	28,100	28,100	29,500	1,400	5%	5%
Advertising and Legal Notices	16,600	13,800	18,600	2,000	35%	12%
Bank Fees	1,232,670	1,228,820	1,656,436	423,766	35%	34%
Credit Card Fees	12,200,000	11,150,000	11,700,000	(500,000)	5%	-4%
Special Events	57,500	60,500	82,500	25,000	36%	43%
Employee Support Services	16,000	20,000	19,200	3,200	-4%	20%
Miscellaneous Expense	26,650	26,577	28,188	1,538	6%	6%
Office Supplies	106,150	91,876	111,565	5,415	21%	5%
Office Expense - Other	144,940	147,316	148,308	3,368	1%	2%
Maintenance of Traffic	473,670	473,670	497,340	23,670	5%	5%
Operating Supplies	68,250	21,625	31,750	(36,500)	47%	-53%
Transponder Supplies	107,310	81,300	85,500	(21,810)	5%	-20%
Software Expense	2,900	2,750	630	(2,270)	-77%	-78%
Dues and Subscriptions	347,030	349,343	361,272	14,242	3%	4%
Plate Lookups	600,000	572,572	600,000	-	5%	0%
Books and Publications	550	538	578	28	8%	5%
Seminars and Conferences	52,890	37,438	61,968	9,078	66%	17%
Staff Training and Education	100,450	87,500	116,650	16,200	33%	16%
Contingency (Projects)	106,000	8,000	16,000	(90,000)	100%	-85%
Furniture	70,200	39,580	49,793	(20,407)	26%	-29%
Total Other:	120,882,707	111,095,066	124,536,802	3,654,095	12%	3%
	0.000.000	0.040.000			0.07	00/
Interoperability Transaction Fee	2,000,000	2,010,000	2,000,000	-	0%	0%
Other Operating Expenses	2,885,000	2,985,032	2,973,700	88,700	0%	3%
TOTAL	140,426,410	128,190,275	146,587,588	6,161,178	14%	4%
CAPITAL EXPENDITURES General Equipment	96,000	60,000	50,000	(46,000)	-17%	-48%
Vehicle Purchases	96,000 250,000	60,000 95,277	275,000	(46,000) 25,000	-17% 189%	-48% 10%
Software	65,000	45,000	20,000	(45,000)	-56%	-69%
Total Capital Expenditures:	411,000	200,277	345,000	(66,000)	72%	-09%
	+11,000	200,211	5-5,000	(00,000)	1 2 /0	-1070

Central Florida Expressway Authority Operations Activity - Summary

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Toll Operations (710)	\$ 859.197	\$ 767.572	\$ 892,825	\$ 33.628	16%	4%
IT (720)	10,118,701	8,211,947	10,797,492	678,791	31%	7%
Service Strategy (723)	-	-	255,791	255,791		
Toll Technology (725)	296,831	342,737	615,244	318,413	80%	107%
Service Center (740 & 750)	49,015,831	43,413,439	46,392,696	(2,623,135)	7%	-5%
Business Relations (743)	186,372	161,335	193,602	7,230	20%	4%
Customer Experience (745)	4,339,050	4,339,050	5,027,164	688,114	16%	16%
Toll Facilities	31,002,519	30,732,978	33,474,166	2,471,647	9%	8%
Subtotal	95,818,501	87,969,058	97,648,980	1,830,479	11%	2%
Interoperability Transaction Fee	2,000,000	2,010,000	2,000,000	-	0%	0%
Total Operating Costs	97,818,501	89,979,058	99,648,980	1,830,479	11%	2%

Capital Expenditures Toll Operations (710) 50,000 55,000 IT (720) 50,000 50,000 Total Capital Expenditures 100,000 105,000 5,000

0% 5%

Central Florida Expressway Authority Operations Activity - Total By Line Item

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 3,112,512	\$ 2,429,625	\$ 3,947,248	\$ 834,736	62%	27%
Social Security and Medicare	234,276	183,115	290,958	56,682	59%	24%
Retirement Contributions -FRS	448,618	387,249	566,601	117,983	46%	26%
Life and Health Insurance	699,175	465,997	858,627	159,452	84%	23%
State Assessment	6,060	4,695	7,159	1,099	52%	18%
Workers' Compensation	7,859	7,878	9,931	2,072	26%	26%
Total Salaries & Benefits	4,508,500	3,478,559	5,680,524	1,172,024	63%	26%
OTHER						
Cost Of Transponders Sold - Sticker	2,526,235	1,602,200	1,650,200	(876,035)	3%	-35%
Cost Of Transponders Sold - Bumper	5,400	4,400	4,525	(875)	3%	-16%
Cost Of Transponders Sold - Dual	1,600	2,427	2,475	875	2%	55%
Cost Of Transponders Sold - E-PASS Hang Tag	26,000	32,095	33,060	7,060	3%	27%
Cost Of Transponders Sold - Uni	1,395,054	1,023,175	1,053,870	(341,184)	3%	-24%
Cost Of Transponders Sold - Uni Black	1,586,822	1,315,600	1,355,060	(231,762)	3%	-15%
Professional Services	979,000	974,000	1,377,000	398,000	41%	41%
Consultant Fees	90,000	90,000	90,000	-	0%	0%
Contract Personnel	23,617,389	19,857,150	21,065,965	(2,551,424)	6%	-11%
Toll Plazas Sarlaries/Wages	14,588,974	14,005,415	15,026,643	437,669	7%	3%
Toll Plazas Other Direct Expenses	484,588	484,588	499,122	14,534	3%	3%
Toll Collection Management Fees	1,199,015	1,199,015	1,220,626	21,611	2%	2%
Toll Plazas Administration Salaries	2,115,842	2,115,842	2,173,151	57,309	3%	3%
Toll Plazas Office Expenses	343,503	343,503	353,834	10,331	3%	3%
Toll Plazas Insurance and Bond	55,698	55,698	56,370	672	1%	1%
Toll Plazas Janitorial	428,791	428,791	435,558	6,767	2%	2%
Travel	26,200	15,370	35,925	9,725	134%	37%
Reimbursed Local Travel	1,650	550	2,910	1,260	429%	76%
Gasoline	1,850	930	1,965	115	111%	6%
Telephone Service	290,965	322,268	338,300	47,335	5%	16%
Data Service	110,000	119,665	110,000	-	-8%	0%
Postage and Delivery	5,016,264	5,953,609	6,581,000	1,564,736	11%	31%
Printing	1,516,950	1,468,224	1,552,000	35,050	6%	2%
Service Center Printing and Mailing	110,370	120,000	129,600	19,230	8%	17%
Utilities	2,070,762	2,328,500	2,341,000	270,238	1%	13%
Leases - Equipment	6,000	6,000	6,000	-	0%	0%
Records Management	2,110	2,787 60,512	3,025 62,400	915	9% 3%	43% -4%
Lease Expense-VTP Toll System Monitoring	64,700 300,510	518,414	696,574	(2,300) 396,064	34%	-4 % 132%
Insurance	1,125,811	1,100,441	1,519,745	393,934	38%	35%
Repairs & Maint Equipment	890,250	843,541	983,350	93,100	17%	10%
Repairs & Maint Software and Hardware	2,362,250	1,809,960	2,738,682	376,432	51%	16%
Maintenance - Toll Collection Software	1,440,000	1,441,575	1,440,000	-	0%	0%
Maintenance - Toll System Replacement	1,494,455	1,138,563	1,494,455	-	31%	0%
Facilities Maintenance	2,458,815	2,334,620	2,355,844	(102,971)	1%	-4%
Repairs and Maint Toll Equipment	2,715,499	2,707,442	3,057,618	342,119	13%	13%
Repairs and Maint Toll Equipment Parts	478,670	475,975	502,358	23,688	6%	5%
Repairs & Maint VES Equipment	1,122,259	1,122,259	1,270,557	148,298	13%	13%
Repairs & Maint Vehicles	2,300	920	1,300	(1,000)	41%	
System Modifications MaintWebsite	15,000	15,000	15,000	-	0%	
Promotion	3,200,000	3,200,000	3,400,000	200,000	6%	6%
Newsletter	3,600	3,600		(3,600)	-100%	-100%
Displays	3,500	3,500	5,500	2,000	57%	57%
Graphic Production Services	100,000	100,000	100,000	-	0%	0%
Promotional Items	25,000	25,000	25,000	-	0%	0%
Bank Fees	1,165,670	1,166,570	1,593,186	427,516	37%	37%
Credit Card Fees	12,200,000	11,150,000	11,700,000	(500,000)	5%	-4%
Miscellaneous Expense Office Supplies	4,150 71,400	4,577 64,844	6,088 78,115	1,938 6 715	33% 20%	47% 9%
Office Expense - Other	115,900	116,189	118,168	6,715 2,268	20%	9% 2%
Maintenance of Traffic	473,670	473,670	497,340	23,670	2 % 5%	2 % 5%
Operating Supplies	68,250	21,625	31,750	(36,500)	47%	-53%
	00,200	2.,020		(00,000)		00.0

Transponder Supplies	107,310	81,300	85,500	(21,810)	5%	-20%
Software Expense	400	250	630	230	152%	58%
Dues and Subscriptions	2,500	340	5,673	3,173	1569%	127%
Plate Lookups	600,000	572,572	600,000	-	5%	0%
Books and Publications	550	538	578	28	8%	5%
Seminars and Conferences	5,800	4,200	9,818	4,018	134%	69%
Staff Training and Education	23,000	22,250	24,150	1,150	9%	5%
Contingency Project(s)	16,000	8,000	16,000	-	100%	0%
Furniture	55,750	30,450	33,893	(21,857)	11%	-39%
Total Other:	91,310,001	84,490,499	91,968,456	658,455	9%	1%
SUBTOTAL	95,818,501	87,969,058	97,648,980	1,830,479	11%	2%
Interoperability Transaction Fee	2,000,000	2,010,000	2,000,000	-	0%	0%
TOTAL	97,818,501	89,979,058	99,648,980	1,830,479	11%	2%
CAPITAL EXPENDITURES						
General Equipment	30,000	-	30,000	-		0%
Vehicle Purchases	50,000	-	55,000	5,000		10%
Software	20,000	-	20,000	-		0%
Total Capital Expenditures:	100,000	-	105,000	5,000		5%

Central Florida Expressway Authority Maintenance Activity - Summary

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Inc (Decr) Over Budget
Maintenance Administration (810)	\$ 3,437,640	\$ 3,300,695	\$ 3,874,279	\$ 436,639	17%	13%
Traffic Operations (820)	7,656,099	5,551,074	7,399,561	(256,538)	33%	-3%
Routine Maintenance (408, 414, 417, 429, 451, 453, 528, 538)	15,657,897	14,747,824	18,501,856	2,843,959	25%	18%
Total Maintenance Costs	26,751,636	23,599,593	29,775,696	3,024,060	26%	11%
Capital Expenditures						

Capital Expenditures						
Maintenance Administration (810)	56,000	50,000	116,000	60,000	132%	107%
Traffic Operations (820)	50,000	-	55,000	5,000		
Total Capital Expenditures	106,000	50,000	171,000	65,000	242%	61%

Central Florida Expressway Authority Maintenance Activity - Total By Line Item

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,268,676	\$ 1,183,185	\$ 1,563,681	\$ 295,005	32%	23%
Social Security and Medicare	90,701	88,332	109,780	19,079	24%	21%
Retirement Contributions -FRS	159.599	162,422	211,352	51,753	30%	32%
Life and Health Insurance	300,538	212,873	350,971	50,433	65%	
State Assessment	2,940	2,472	3,430	490	39%	
Workers' Compensation	39,201	36.000	47,012	7,811	31%	
Total Salaries & Benefits	1,861,655	1,685,284	2,286,226	424,571	36%	23%
OTHER						
Consultant Fees	80,000	80,000	110,000	30,000	38%	38%
Maintenance Program Support	100,000	61,033	100,000	-	64%	0%
Maintenance Program Support - ITS	600,000	650,000	700,000	100,000	8%	17%
FON Program Support	275,000	250,000	275,000	-	10%	0%
Pavement Management System	31,000	-	31,000	-		0%
Contrat Personnel - ITS	-	-	250,000	250,000		
Florida Highway Patrol Services	3,272,290	1,800,000	1,965,637	(1,306,653)	9%	-40%
Motorist Service Patrol Agreement	1,892,994	1,958,455	2,140,000	247,006	9%	13%
Rapid Incident Scene Clearance	49,000	35,000	49,000	211,000	40%	0%
Travel	10,500	10,482	11,500	1,000	10%	
Reimbursed Local Travel	600	600	600	1,000	0%	
Gasoline	27,600	25,277	30,600	3,000	21%	
Utilities	186,000	188,000	204,600	18,600	9%	10%
Maintenance FON Locates	18,000	16,000	18,000	10,000	13%	0%
Maintenance - ITS Infrastructure	2,457,000	1,900,000	2,892,527	435,527	52%	
Repairs & Maint Fiber Optic Network	190,000	160,000	165,000	(25,000)	3%	
Repairs & Maint Vehicles	18,000	16,554	23,000	5,000	39%	28%
Roadway and Bridges Maintenance	10,633,331	10,151,708	13,427,983	2,794,652	32%	26%
Landscape Maintenance Service	3,544,401	3,238,400	3,784,393	239,992	17%	
Bridge Inspection	530,000	463,000	500,000	(30,000)	8%	-6%
Sign Maintenance/Inspection	313,499	276,600	318,999	5,500	15%	-0 %
Traffic Signals and Lights	230,000	460,000	230,000	0,000	-50%	0%
Aquatics	316,666	158,116	240,481	(76,185)	-30 % 52%	• • •
Office Supplies	4,000	2,266	2,500	(1,500)	10%	-38%
Office Expense - Other	3,250	1,285	2,500	(1,500)	36%	-38%
Dues and Subscriptions	1,850	1,285	1,750	(1,500)	30 <i>%</i> 75%	
Seminars and Conferences	5,500	3,448	5,500	50	60%	
Staff Training and Education	7,000	5,000	5,500	-	40%	0%
Contingency Project(s)	90,000	5,000	7,000	(90,000)	40 %	-100%
Furniture	2,500	2,000	- 2,500	(90,000)	25%	
Total Other:	24,889,981	21,914,309	2,500	2,599,489	25%	
Total Other.	24,009,901	21,914,309	27,409,470	2,399,409	20%	10%
TOTAL	26,751,636	23,599,593	29,775,696	3,024,060	26%	11%
CAPITAL EXPENDITURES						
General Equipment	6,000	-	6,000	-		0%
Vehicle Purchases	100,000	50,000	165,000	65,000	230%	
Total Capital Expenditures:	106,000	50,000	171,000	65,000	242%	61%

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
General (610)	\$ 1,188,713	\$ 1,336,618	1,222,978	\$ 34,265	-9%	3%
Security (613)	299,757	292,776	322,104	22,347	10%	7%
525 Magnolia (615)	212,836	195,542	212,558	(278)	9%	0%
Administrative Services (620)	2,927,918	2,776,272	3,459,086	531,168	25%	18%
Engineering (623)	103,948	94,867	106,677	2,729	12%	3%
Transportation Planning & Policy (624)	111,030	104,951	263,758	152,728		
Legal (625)	764,612	431,950	954,568	189,956	121%	25%
Accounting (630)	2,212,921	1,989,838	2,298,977	86,056	16%	4%
Contracts Compliance (635)	235,935	215,989	279,830	43,895	30%	19%
Procurement (640)	890,955	723,146	925,220	34,265	28%	4%
Risk Management (645)	604,830	581,608	673,476	68,646	16%	11%
Records Management (655)	468,876	408,233	601,307	132,431	47%	28%
Human Resources (660)	616,841	554,407	678,023	61,182	22%	10%
Business Opportunity (665)	420,575	313,192	444,511	23,936	42%	6%
Communications (670)	1,227,294	938,825	1,039,823	(187,471)	11%	-15%
Construction Administration (685)	120,232	104,378	142,316	22,084	36%	18%
Internal Audit (690)	564,000	564,000	564,000	-	0%	0%
Total Administrative Costs	12,971,273	11,626,592	14,189,212	1,217,939	22%	9%

Central Florida Expressway Authority Administrative Activity - Summary

Capital Expenditures and Projects

Capital Expenditures						
General (610)	60,000	60,000	14,000	(46,000)	-77%	-77%
Engineering (623)	50,000	45,277	-	(50,000)	-100%	-100%
Communications (670)	45,000	45,000	-	(45,000)	-100%	-100%
Construction Administration (685)	50,000	-	55,000	5,000		10%
Total Capital Expenditures	205,000	150,277	69,000	(136,000)	-54%	-66%

Central Florida Expressway Authority Administrative Activity - Total By Line Item

		Budget 2024		Projected 2024		Budget 2025		Inc (Decr) ver Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS										
Salaries & Wages	\$	5,576,096	\$	4,779,678	\$	6,194,395	\$	618,299	30%	11%
Social Security and Medicare	Ψ	362,114	Ψ	314,923	Ψ	397,125	Ψ	35,011	26%	10%
Retirement Contributions -FRS		1,091,946		900,935		1,176,666		84,720	31%	8%
Life and Health Insurance		1,219,219		909,648		1,297,636		78,417	43%	6%
State Assessment		12,485		9,257		13,235		750	43%	6%
Workers' Compensation		26,688		21,893		31,279		4,591	43%	17%
Total Salaries & Benefits		8,288,548		6,936,334		9,110,336		821,788	31%	10%
OTHER										
Professional Services		814,600		743,600		864,600		50,000	16%	6%
Legal Fees		72,000		72,000		72,000		-	0%	0%
Consultant Fees		186,000		117,956		168,000		(18,000)	42%	-10%
Auditing Fees		90,000		90,000		90,000		-	0%	0%
Contract Personnel		833,663		900,991		950,085		116,422	5%	14%
Travel		81,200		63,362		92,575		11,375	46%	14%
Reimbursed Local Travel		11,400		8,590		7,840		(3,560)	-9%	-31%
Gasoline		1,550		739		2,550		1,000	245%	65%
Postage and Delivery		4,500		4,500		4,800		300	7%	7%
Printing		8,125		5,300		8,125		-	53%	0%
CAFR		24,000		24,000		29,000		5,000	21%	21%
Utilities		352,000		361,000		361,000		9,000	0%	3%
Leases - Equipment		37,461		35,120		30,885		(6,576)	-12%	-18%
Records Management		38,100		26,500		103,400		65,300	290%	171%
Insurance		410,235		411,130		471,326		61,091	15%	15%
Repairs & Maint Equipment		28,500		33,617		37,000		8,500	10%	30%
Support & Maint Software		130,300		133,938		142,000		11,700	6%	9%
Repairs & Maint Software and Hardware		16,000		45,000		20,000		4,000	-56%	25%
Facilities Maintenance		706,230		802,396		731,433		25,203	-9%	4%
Repairs & Maint Vehicles		4,600		1,350		5,600		1,000	315%	22%
Landscape Maintenance Service		99,151		100,623		88,618		(10,533)	-12%	-11%
Board Meeting Broadcasting		11,700		11,700		11,700		-	0%	0%
Newsletter		-		-		3,600		3,600		
Photography		2,500		2,500		3,500		1,000	40%	40%
Graphic Production Services		10,500		10,500		10,500		-	0%	0%
Promotional Items		3,100		3,100		4,500		1,400	45%	45%
Advertising and Legal Notices		16,600		13,800		18,600		2,000	35%	12%
Bank Fees		67,000		62,250		63,250		(3,750)	2%	-6%
Special Events		57,500		60,500		82,500		25,000	36%	43%
Employee Support Services		16,000		20,000		19,200		3,200	-4%	20%
Miscellaneous Expense		22,500		22,000		22,100		(400)	0%	-2%
Office Supplies		30,750		24,766		30,950		200	25%	1%
Office Expense - Other		25,790		29,842		28,390		2,600	-5%	10%
Software Expense		2,500		2,500		-		(2,500)	-100%	-100%
Dues and Subscriptions		342,680		347,918		353,699		11,019	2%	3%
Seminars and Conferences		41,590		29,790		46,650		5,060	57%	12%
Staff Training and Education		70,450		60,250		85,500		15,050	42%	21%
Furniture		11,950		7,130		13,400		1,450	88%	12%
Total Other:		4,682,725		4,690,258		5,078,876		396,151	8%	8%
TOTAL		12,971,273		11,626,592		14,189,212		1,217,939	22%	9%
CAPITAL EXPENDITURES										
General Equipment		60,000		60,000		14,000		(46,000)	-77%	-77%
Vehicles		100,000		45,277		55,000		(45,000)	21%	-45%
Software		45,000		45,000		-		(45,000)	-100%	-100%
Total Capital Expenditures:		205,000		150,277		69,000		(136,000)	-54%	-66%

	 Budget 2024	I	Projected 2024	Budget 2025	•	nc (Decr) er Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Traffic & Engineering Consultant	\$ 725,000	\$	725,328	\$ 746,700	\$	21,700	3%	3%
General Engineering Consultant	 2,160,000		2,259,704	2,227,000		67,000	-1%	3%
Total Other Operating Expenses	 2,885,000		2,985,032	2,973,700		88,700	0%	3%

Cental Florida Expressway Authority Other Operating

	Budget 2024	Projected 2024	Budget 2025	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Maintenance	\$ 151,860	\$ 128,632	\$ 227,272	\$ 75,412	77%	50%
Operations	 381,515	361,463	399,412	17,897	10%	5%
TOTAL	533,375	490,095	626,684	93,309	28%	17%
TOLL REVENUE	 (2,200,000)	(2,400,000)	(2,500,000)	(300,000)	4%	14%
NET RESULT OF ACTIVITY	 (1,666,625)	(1,909,905)	(1,873,316)	(206,691)	-2%	12%

Cental Florida Expressway Authority Goldenrod Road - Summary

Central Florida Expressway Authority Five-Year Work Plan Category Summary

				Project Cost ((thousand \$) *			
Category				Fiscal Year				
	202	25	20	26	2027	2028	2029	Total
	Е	U	Е	U	U	U	U	
Existing System Improvements	134,430	23,525	3,060	56,645	39,725	117,195	251,926	626,506
System Expansion Projects	118,603	282,698	89,499	348,628	700,312	710,591	621,209	2,871,540
Interchange Projects	8,148	535	1,542	94,566	117,386	60,599	774	283,550
Facilities Projects	5,618	6,586	822	4,207	3,708	4,234	7,956	33,131
Transportation Technology Projects	45	14,339	0	24,838	2,133	3,127	5,995	50,477
Information Technology Projects	30	16,410	0	15,327	2,488	2,186	2,186	38,627
Signing and Pavement Markings	2,529	6,661	0	11,511	2,521	7,796	10,885	41,903
Renewal and Replacement Projects	6,135	26,801	0	14,718	43,349	61,730	39,458	192,191
Landscape & Hardscape Projects	496	1,462	28	9,581	10,964	744	1,684	24,959
SUB-TOTALS	276,034	379,017	94,951	580,021	922,586	968,202	942,073	
TOTALS		655,051		674,972	922,586	968,202	942,073	4,162,884
Non-System Projects	5	7,052	0	0	246	3,107	0	10,410
GRAND TOTALS		662,108		674,972	922,832	971,309	942,073	4,173,294

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Existing System Improvements Summary (1 of 3)

				Project Desc	ription											
Page	Project	Project Name			Length			Proj	ect Cost (th	ousand \$) l	by Fiscal Yo	ear *		Total	Fund	Project Phases Funded
Pa	Number		From	То	(miles)	Work Description	20)25	20	26	2027	2028	2029		Source	
							Е	U	Е	U	U	U	U			
1	-	SR 408 Capacity Improvements from SR 50 to Kirkman Road PD&E Study	West of SR 50	Kirkman Road	3.6	Study	0	0	0	0	0	222	0	222	SP	Study
2	408-174	SR 408 Capacity Improvements from Kirkman Road to East of Church Street	Kirkman Road	East of Church Street	3.5	Add Lanes, Mill & Resurface	5	6,339	0	8,452	3,370	69,260	92,556	179,982	SP	Design, Const., & Partial Landscaping
3	408-175	SR 408 WB Capacity Improvements from I-4 to Bumby & SR 436 to Goldenrod	I-4	Goldenrod Road	3.4	Add Lane, Mill & Resurface	3,060	0	3,060	0	118	42,100	43,092	91,430	SP	Design, Const., & Partial Landscaping
4	-	SR 408 EB Capacity Improvements from SR 436 to Goldenrod Road PD&E Study	SR 436	Goldenrod Road	1.5	Study	0	102	0	102	0	0	0	204	SP	Study
5	417-142	SR 417 Capacity Improvements from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Add Lanes, Mill & Resurface	4,573	0	0	0	0	0	0	4,573	SP	Construction
6	417-149	SR 417 Capacity Improvements from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	3.7	Add Lanes, Mill & Resurface	5,870	0	0	0	0	0	0	5,870	SP	Construction
7	417-151	SR 417 Capacity Improvements from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	4.5	Add Lanes, Mill & Resurface	5,432	0	0	0	0	0	0	5,432	SP	Construction
8	417-150	SR 417 Capacity Improvements from Narcoossee Road to SR 528	Narcoossee Road	SR 528	4.7	Add Lanes, Mill & Resurface	7,526	0	0	0	0	0	0	7,526	SP	Construction
9	417-178	SR 417 Capacity Improvements from SR 528 to SR 408 PD&E Study	SR 528	SR 408	6.4	Study	437	0	0	0	0	0	0	437	SP	Study
10	-	SR 417 Capacity Improvements from Curry Ford Road to SR 408	Curry Ford Road	SR 408	2.3	Add Lanes, Mill & Resurface	0	0	0	0	0	10	5,748	5,758	SP	Study, Design, & Partial Construction
11	-	SR 417 Capacity Improvements from SR 408 to Orange/Seminole County Line PD&E Study	SR 408	Orange/Seminole County Line	5.7	Study	0	0	0	264	264	0	0	528	SP	Study
12	429-183	SR 429 Capacity Improvements from Seidel Road to N. of Tilden Road PD&E Study	Seidel Road	N. of Tilden Road	6.8	Study	500	0	0	0	0	0	0	500	SP	Study
						Encumbered Total	27,403		3,060							
						Unencumbered Total		6,441		8,818	3,752	111,592	141,396			
					SU	B-TOTALS (Page 1)	33,	,844	11,	878	3,752	111,592	141,396			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Existing System Improvements Summary (2 of 3)

				Project Desc	ription											
Page	Project	Project Name			Longth			Proj	ect Cost (th	ousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
P	Number		From	То	Length (miles)	Work Description	20	025	20	26	2027	2028	2029		Source	110,0001110,0001011000
							Е	U	E	U	U	U	U			
13	-	SR 429 Capacity Improvements from N. of Schofield Road. to N. of Tilden Road	N. of Schofield Road	N. of Tilden Road	3.5	Add Lanes, Mill & Resurface	0	0	0	2,574	5,128	2,960	35,028	45,690	SP	Design, Bidding, & Partial Const.
14	429-154	SR 429 Capacity Improvements from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.6	Add Lanes, Mill & Resurface	5,037	0	0	0	0	0	0	5,037	SP	Construction
15	429-152	SR 429 Capacity Improvements from Florida's Turnpike to West Road	Florida's Turnpike	West Road	5.4	Add Lanes, Mill & Resurface	37,842	0	0	0	0	0	0	37,842	SP	Construction
16	429-153	SR 429 Capacity Improvements from West Road to SR 414	West Road	SR 414	4.7	Add Lanes, Mill & Resurface	25,533	0	0	0	0	0	0	25,533	SP	Construction
17	-	Construction Supply Chain Escalation Costs	-	-	-	Construction Cost Escalation	35,000	0	0	0	0	0	0	35,000	SP	Construction
18	528-168	SR 528 Capacity Improvements from Goldenrod Road to Narcoossee Road	Goldenrod Road	Narcoossee Road	1.8	Add Lanes, Mill & Resurface	100	10,406	0	41,584	10,396	0	0	62,486	SP	Bidding & Construction
19	528-161	SR 528 Capacity Improvements from SR 417 to Innovation Way	SR 417	Innovation Way	4.9	Add Lanes, Mill & Resurface	0	413	0	0	0	286	73,432	74,131	SP	Design, Part. Const, & Part. Landscaping
20	-	SR 528 Capacity Improvements Study - Innovation Way to SR 520	Innovation Way	SR 520	11.5	PD&E Study	0	0	0	0	272	272	0	544	SP	PD&E Study
21	528-915	Owner's Authorized Rep. for the Brightline Const. along SR 528	OIA	SR 520	-	Roadway Construction CEI	52	0	0	0	0	0	0	52	SP	Construction Liaison
22	-	Systemwide Emergency Repairs, Safety, and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	403	0	322	2,702	820	820	5,067	SP	Design & Construction
23	-	SR 408 Viaduct Bridge Overlay	-	-	-	Bridge Overlay	0	0	0	198	3,602	0	0	3,800	SP	Design & Construction
24	528-184	SR 528 Farm Access Road 2 Bridge Removal	Farm Access Road 2	-	-	Bridge Removal	500	0	0	115	12,608	0	0	13,223	SP	Design & Construction
			-		-	Encumbered Total	104,064		0							
						Unencumbered Total		11,222		44,793	34,708	4,338	109,280			
					SU	B-TOTALS (Page 2)	115	,286	44,	793	34,708	4,338	109,280			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Existing System Improvements Summary (3 of 3)

				Project Desc	ription											
Page	Project	Project Name			T .1			Proje	ect Cost (th	ousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	i roject i vane	From	То	Length (miles)	Work Description	20)25	20	26	2027	2028	2029	Total	Source	Troject Thases Funded
							Е	U	Е	U	U	U	U			
25	599-170B	Systemwide Water Body Protection Guardrail Improvements	-	-		Pond Protection / Guardrail	0	1,060	0	0	0	0	0	1,060	SP	Construction
26	599-170D	Systemwide Guardrail Improvements	-	-		Pond Protection / Guardrail	145	1,011	0	2,001	0	0	0	3,157	SP	Bidding & Construction
27	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	0	0	20	155	155	150	480	SP	Design & Construction
28	528-181	SR 528 at Turkey Creek Tropical Storm Ian Erosion Damage Fix	-	-	-	Drainage Improvements	5	3,018	0	0	0	0	0	3,023	SP	Bidding & Construction
29	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	273	0	193	155	155	150	926	SP	Design & Construction
30	408-167	SR 408 Lighting from I-4 to SR 417	I-4	SR 417	-	Lighting Replacement	2,813	0	0	0	0	0	0	2,813	SP	Construction
31	-	Systemwide Lighting	-	-	-	Lighting Rehabilitation	0	0	0	20	155	155	150	480	SP	Design & Construction
32	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	0	0	300	300	300	300	1,200	SP	Multimodal/Intermodal Study
33	599-157	Construction Safety Campaign	-	-	-	Safety Pilot	0	500	0	500	500	500	500	2,500	SP	Communications
						Encumbered Total	2,963		0							
						Unencumbered Total		5,862		3,034	1,265	1,265	1,250]		
					SU	B-TOTALS (Page 3)	8,8	325	3,0)34	1,265	1,265	1,250			
						TOTALS	157	,955	59,	705	39,725	117,195	251,926			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan System Expansion Projects Summary (1 of 3)

				Project Desc	ription											
9	Project							Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20)25	20	26	2027	2028	2029	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
34	599-233	Southport Connector Expressway PD&E Study	SR 538	Florida's Turnpike	-	New Expressway	0	1,008	0	0	0	0	0	1,008	SP	PD&E Study
35	599-247	SR 515 Northeast Connector Expressway Phase 2 PD&E Study	Florida's Turnpike	Nova Road	-	New Expressway	1,700	0	1,700	0	425	0	0	3,825	SP	PD&E Study
36	417-246A	SR 417 - Sanford Connector PD&E Study	SR 417	East Lake Mary Blvd.	-	New Expressway	2,000	0	0	0	0	0	0	2,000	SP	PD&E Study
37	-	Future Corridor Planning Studies (Potential)	-	-	-	New Expressway	0	0	0	1,000	500	1,250	1,250	4,000	SP	Planning Studies
38	414-208	SR 414 Expressway Extension	US 441	Keller Road	3.7	New Expressway	15,827	0	2,793	364	93,699	124,924	124,924	362,531	SP	Design & Partial Construction
39	516-236	SR 516 from US 27 to Cook Road	US 27	Cook Road	1.6	New Expressway	10	37,062	0	74,122	74,653	42,438	220	228,505	SP	Bidding, Construction, & Partial Landscaping
40	516-237	SR 516 from Cook Road to Lake/Orange County Line	Cook Road	Lake/Orange County Line	1.9	New Expressway	10	45,660	0	91,318	92,288	53,385	268	282,929	SP	Design, Construction, & Partial Landscaping
41	516-238	SR 516 from Lake/Orange County Line to SR 429	Lake/Orange County Line	SR 429	0.9	New Expressway	80,670	0	80,670	0	85,670	6,080	244	253,334	SP	Construction & Landscaping
42	-	SR 516 Right of Way	US 27	SR 429	4.4	New Expressway	0	61,915	0	59,884	0	0	0	121,799	SP	Right-of-Way
43	538-235A	CR 532 Widening from Lake Wilson Road to US 17/92	Lake Wilson Road	US 17/92	2.8	Add Lanes, Mill & Resurface	0	1,205	0	5,292	9,064	4,532	0	20,093	SP	Right-of-Way & Construction
44	538-235	SR 538 from CR 532 to South of US 17/92	CR 532	South of US 17/92	0.9	New Expressway	0	0	0	0	137	15,179	58,800	74,116	SP	Design Update & Partial Construction
45	538-234	SR 538 from South of US 17/92 to Ronald Reagan Parkway	South of US 17/92	Ronald Reagan Parkway	1.7	New Expressway	0	0	0	0	19,653	50,543	67,384	137,580	SP	Design Update & Partial Construction
		-	-	-		Encumbered Total	100,217		85,163							
						Unencumbered Total		146,850		231,980	376,089	298,331	253,090]		
					SU	B-TOTALS (Page 1)	247	,067	317	,143	376,089	298,331	253,090			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan System Expansion Projects Summary (2 of 3)

				Project Desci	ription											
Page	Project	Project Name						Proj	ect Cost (th	ousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pŝ	Number		From	То		Work Description	20)25	20	26	2027	2028	2029	1000	Source	i roject i nases i unaca
							Е	U	Е	U	U	U	U			
46	-	SR 538 Right of Way	CR 532	Ronald Reagan Parkway	2.6	New Expressway	0	50,147	0	17,851	0	0	0	67,998	SP	Right-of-Way
47	-	SR 538 Mitigation Land Purchases	CR 532	Ronald Reagan Parkway	2.6	New Expressway	0	37,088	0	0	0	0	0	37,088	SP	Right-of-Way
48	-	SR 538 Utility Corridor Pre-Works	CR 532	South of US 17/92	0.9	Utility Relocations	0	1,852	0	1,842	0	0	0	3,694	SP	Bidding & Construction
49	-	SR 538 Utility Corridor	CR 532	US 17/92	2.9	Utility Relocations	0	0	0	11,731	0	0	0	11,731	SP	Construction
50	534-240	SR 534 - Segment 1A - SR 417 SB Ramp Extensions	Landstar Blvd.	Boggy Creek Road	2.8	Operational Improvements	5	1,440	0	1,920	8,549	25,875	24,859	62,648	SP	Design, Construction, & Partial Landscaping
51	534-241	SR 534 - Segment 1 - SR 534/SR417 Interchange - South Portion	SR 417	Laureate Boulevard	0.6	New Expressway	8,636	119	10	49,060	98,120	98,890	60,434	315,269	SP	Design, Const., & Part. Landscaping
52	534-241A	SR 534 - Segment 1 - SR 534/SR417 Interchange - North Portion	SR 417	Laureate Boulevard	-	New Expressway	0	0	3,468	0	0	537	63,549	67,554	SP	Design, Part. Const., & Part. Landscaping
53	534-242	SR 534 - Segment 2 - SR 534 from Laureate Blvd. to E. of Simpson Rd.	Laureate Boulevard	East of Simpson Road	2.4	New Expressway	3,678	0	0	5,514	50,014	67,027	40,339	166,572	SP	Design, Const., & Part. Landscaping
54	534-242A	SR 534 - Segment 2A - Simpson Road Extension	Boggy Creek Road	SR 534	1.4	New Local Road	904	0	0	8,131	25,417	6,355	0	40,807	SP	Design & Const.
55	534-243	SR 534 - Segment 3 - SR 534 E. of Simpson Rd. to Narcoossee Rd.	East of Simpson Road	Narcoossee Road	2.0	New Expressway	5,148	0	858	1,057	83,560	84,050	46,754	221,427	SP	Design, Const., & Part. Landscaping
56	-	SR 534 Phase I Right of Way	SR 417	Narcoossee Road	5.0	Right-of-Way	0	7,728	0	10,304	2,576	0	0	20,608	SP	Right-of-Way
57	534-244	SR 534 - Segment 4 - SR 534 from Narcoossee Road to Orange/Osceola Co. Line	Narcoossee Road	Orange/Osceola Co. Line	1.7	New Expressway	5	3,222	0	4,296	21,096	57,886	46,134	132,639	SP	Design, Const., & Part. Landscaping
						Encumbered Total	18,376		4,336							
						Unencumbered Total		101,596		111,706	289,332	340,620	282,069			
					SU	B-TOTALS (Page 2)	119	9,972	116	,042	289,332	340,620	282,069			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan System Expansion Projects Summary (3 of 3)

				Project Desc	ription											
Page	Project	Project Name			Length			Proje	ect Cost (th	ousand \$)	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Ч	Number		From	То	(miles)	Work Description	20	25	20	26	2027	2028	2029		Source	
							Е	U	Е	U	U	U	U			
58	534-245	SR 534 - Segment 5 - SR 534 from Orange/Osceola Co. Line to Sunbridge Pkwy.	Orange/Osceola Co. Line	Sunbridge Parkway	1.6	New Expressway	10	27,556	0	3,544	8,156	47,672	49,005	135,943		Design, Const., & Part. Landscaping
59	-	SR 534 Phase II Right of Way	Narcoossee Road	Sunbridge Parkway	3.3	Right-of-Way	0	0	0	1,292	323	0	0	1,615	SP	Right-of-Way
60	-	SR 534 Mitigation Land Purchases	Orange/Osceola Co. Line	Sunbridge Parkway	1.6	New Expressway	0	6,696	0	0	20,009	0	0	26,705	SP	Right-of-Way
61	534-266	SR 534 - Segment 6 - SR 534 from Sunbridge Pkwy. to S. of Cyrils Road	Sunbridge Parkway	South of Cyrils Road	1.9	New Expressway	0	0	0	0	2,264	4,508	5,941	12,713	SP	Design & Bidding
62	534-267	SR 534 - Segment 7 - SR 534 from S. of Cyrils Road to S. of Jack Brack Rd.	South of Cyrils Road	South of Jack Brack Road	1.9	New Expressway	0	0	0	0	1,207	4,788	10,197	16,192	SP	Design
63	534-268	SR 534 - Segment 8 - SR 534 from S. of Jack Brack Rd. to Nova Rd.	South of Jack Brack Road	Nova Road	1.8	New Expressway	0	0	0	0	10	4,380	10,915	15,305	SP	Design
64	-	Future Expansion Projects (Potential)	-	-	-	New Expressway	0	0	0	0	2,498	9,992	9,992	22,482	SP	Design
65	-	2050 CFX Master Plan	-	-	-	Master Plan	0	0	0	106	424	300	0	830	SP	Planning
						Encumbered Total	10		0							
						Unencumbered Total		34,252		4,942	34,891	71,640	86,050			
					SU	B-TOTALS (Page 3)	34,	262	4,9	942	34,891	71,640	86,050			
						TOTALS	401	,301	438	,127	700,312	710,591	621,209			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Interchange Projects Summary

				Project Desc	ription											
Page	Project	Project Name			Tomoth			Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *	-	Total	Fund	Project Phases Funded
P	Number		From	То	Length (miles)	Work Description	20	25	20	26	2027	2028	2029	1000	Source	i roject i nuses i unaca
							Е	U	Е	U	U	U	U			
66	408-312b	Owner's Authorized Rep. for SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	51	0	0	0	0	0	0	51	SP	Corridor Consultant & Const. Liaison
67	408-315	SR 408 Tampa Avenue Interchange	West of Tampa Avenue	Orange Blossom Trail	-	Operational Improvements	834	525	0	55,876	56,384	34,193	212	148,024	SP	Design, ROW, Const. & Landscaping
68	408-315A	SR 408 Eastbound Capacity Improvements & OBT Interchange Improvements	Orange Blossom Trail	I-4	-	Operational Improvements	1,920	10	0	30,732	30,732	16,616	0	80,010	SP	Design, Bidding & Construction
69	528-307	SR 528 - Dallas Boulevard Interchange	East of Econ River Bridge	East of Dallas Blvd.	-	Interchange Reconstruction	3,084	0	1,542	0	0	0	526	5,152	SP	Design, Design Update, & Bidding
70	429-309	SR 429 - Binion Road Interchange	SR 414	South of Lust Road	-	New Interchange	2,259	0	0	7,658	30,270	9,490	36	49,713	SP	Design, Const., & Partial Landscaping
71	-	Interchange Planning Studies (Potential)	-	-	-	Interchange Studies	0	0	0	300	0	300	0	600	SP	Planning Studies
						Encumbered Total	8,148		1,542							
						Unencumbered Total		535		94,566	117,386	60,599	774]		
						TOTALS	8,6	583	96,	108	117,386	60,599	774			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Facilities Projects Summary (1 of 2)

				Project Desc	cription											
e	Project							Proje	ect Cost (th	ousand \$) l	by Fiscal Yo	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	25	20	26	2027	2028	2029	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
72	408-440	CFX Headquarters Chiller Replacement	-	-		Headquarters Chiller Replacement	100	10	0	816	0	0	0	926	SP	Design & Const.
73	-	Miscellaneous CFX Facility/Building Improvements	-	-	-	Miscellaneous Projects	0	468	0	468	468	468	468	2,340	SP	Design & Construction
74	599-416C	CFX East District Facility Renovation	-	-	-	District Facility Renovation	2,105	0	0	0	0	0	0	2,105	SP	Bidding & Construction
75	599-415A	CFX West District Facility	-	-	-	District Facility	0	0	0	0	0	0	232	232	SP	Study
76	516-409	SR 516 PV Sites	-	-	-	-	0	0	0	0	164	1,659	4,746	6,569	SP	Design & Design-Build
77	408-428	CFX HQ Lighting Retro-commissioning	-	-	-	HQ Building Power Improvements	5	736	0	0	0	0	0	741	SP	Bidding & Construction
78	-	Work Zone Safety Application	-	-	-	Work Zone Safety	0	357	0	104	107	111	114	793	SP	Implementation & Study
79	-	CFX Sustainability Study Updates	-	-		HQ Building Power Improvements	330	0	0	0	0	0	0	330	SP	Study
80	-	Beachline and Dean Road Mainline Plazas - PVs	-	-		Building Power Improvements	0	55	0	1,104	1,076	0	0	2,235	SP	Design & Design-Build
81	-	Dallas Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	75	982	481	0	1,538	SP	Concept & Design-Build
82	599-407	Pine Hills, Curry Ford, and Forest Lake Toll Plaza - PVs	-	-	-	Building Power Improvements	2,500	0	822	0	0	0	0	3,322	SP	Design-Build
83	-	Wekiva Parkway PV Project	-	-	-	Building Power Improvements	0	0	0	0	0	76	1,318	1,394	SP	Design & Design-Build
						Encumbered Total	5,040		822							
						Unencumbered Total		1,626		2,567	2,797	2,795	6,878			
					SU	B-TOTALS (Page 1)	6,6	566	3,3	389	2,797	2,795	6,878			

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E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Facilities Projects Summary (2 of 2)

				Project Desc	ription											
Page	Project	Project Name			T d			Proje	ect Cost (th	iousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
\mathbf{P}_{2}	Number	i roject i valite	From	То	Length (miles)	Work Description	20)25	20	26	2027	2028	2029	Totul	Source	r roject i nases i unded
							Е	U	Е	U	U	U	U			
84	599-426	Systemwide Generator Replacement (SR 417 / 408 / 429 / 528)	-	-	-	Generator Replacement	5	681	0	227	0	0	0	913	SP	Bidding & Construction
85	599-426A	Mainline Generator Replacements (SR 408 / 414 / 417 / 429 / 528)	-	-	-	Generator Replacement	568	0	0	0	0	0	0	568	SP	Construction
86	-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	8	0	298	301	573	298	1,478	SP	Design & Construction
87	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	23	0	140	28	144	64	399	SP	Design & Construction
88	599-765	Systemwide Plazas Roof Replacements	-	-	-	Roof Replacements	5	1,178	0	533	0	0	0	1,716	SP	Bidding & Construction
89	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	40	550	550	550	1,690	SP	Design & Construction
90	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	0	0	0	32	172	166	370	SP	Design & Construction
91	599-434	Toll Plaza Electrical and Grounding Analysis	-	-	-	Toll System Improvements	0	100	0	0	0	0	0	100	SP	Construction
92	-	Systemwide Uninterrupted Power Supply (UPS) Replacements	-	-	-	UPS Replacements	0	2,970	0	402	0	0	0	3,372	SP	Installation
						Encumbered Total	578		0							
						Unencumbered Total		4,960		1,640	911	1,439	1,078			
					SU	B-TOTALS (Page 2)	5,:	538	1,6	540	911	1,439	1,078			
				TOTALS					5,0)29	3,708	4,234	7,956			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Transportation Technology Projects Summary (1 of 2)

				Project Desc	ription											
Page	Project	Project Name			Length			Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
P	Number		From	То	(miles)	Work Description	20)25	20	26	2027	2028	2029		Source	3
							Е	U	Е	U	U	U	U			
93	-	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	300	SP	Utility Adjustments
94	-	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	180	180	900	SP	Partnership Contributions
95	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	247	0	908	227	0	0	1,382	SP	Implementation
96	599-526D	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures	5	9,963	0	3,321	0	0	0	13,289	SP	Bidding & Construction
97	-	Wrong-Way Driving Countermeasure Upgrades	-	-	-	Wrong-Way Driving Countermeasure Upgrades	0	312	0	2,286	0	0	0	2,598	SP	Design & Construction
98	599-542	Field Ethernet Switch Replacement	-	-	-	IT Network Switches	0	254	0	0	0	0	0	254	SP	Implementation
99	-	Traffic Monitoring Station Replacement	-	-	-	Traffic Monitoring Station Replacement	0	508	0	524	540	557	0	2,129	SP	Implementation
100	-	Connected Vehicle and Big Data Needs Assessment	-	-	-	Connected Vehicle Needs Study	0	250	0	0	0	0	0	250	SP	Study
101	-	Connected Vehicle and Big Data Pilot Project	-	-	-	Pilot Project	0	0	0	238	528	486	0	1,252	SP	Design & Installation
102	-	Connected Vehicle Technology Deployment	-	-	-	Deployment of Connected Vehicle Technology	0	0	0	0	0	143	3,640	3,783	SP	Design & Implementation
103	408-566	Video Wall Controller/Server Hardware Upgrades	-	-	-	Video Replacement & Server Upgrades	40	0	0	0	0	0	0	40	SP	Installation
104	599-561	Data Collection Sensor Replacement	-	-	-	Equipment Data Collection Sensors	0	500	0	500	500	500	500	2,500	SP	Installation
						Encumbered Total	45		0							
						Unencumbered Total		12,314		8,007	2,025	1,916	4,370			
			SUB-TOTALS (Page 1)				12,	,359	8,0	007	2,025	1,916	4,370			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Transportation Technology Projects Summary (2 of 2)

				Project Desc	ription											
Page	Project	Project Name			T d			Proje	ect Cost (th	ousand \$)	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	i lojeet ivane	From	То	Length (miles)	Work Description	20)25	20	26	2027	2028	2029	Total	Source	Tojeet Thases Funded
							Е	U	Е	U	U	U	U			
105	599-572	Flex Lane Control Operations Software	-	-	-	Operations Software	0	450	0	0	0	0	0	450	SP	Installation
106	599-571	Systemwide Miscellaneous ITS Upgrades	-	-	-	TMS and Cabinet replacement	0	760	0	15,708	0	0	0	16,468	SP	Design & Installation
107	-	Lake Underhill Bridge Architectural Lighting	-	-	-	Bridge Lighting Replacement	0	55	0	155	0	0	0	210	SP	Design & Installation
108	-	ITS Battery Replacement	-	-	-	Battery Replacement	0	0	0	0	108	111	115	334	SP	Implementation
109	-	Data Server Software Enhancements	-	-	-	Operations Software	0	150	0	0	0	0	0	150	SP	Installation
110	-	Ramp/Intersection Safety Improvements	-	-	-	Operations Software	0	110	0	468	0	0	0	578	SP	Design & Construction
111	-	ITS VM Environment	-	-	-	Operations Software	0	300	0	300	0	0	0	600	SP	Installation
112	-	Flex Lanes Technology Enhancements	-	-	-	Electrical Power Design	0	0	0	0	0	1,100	1,510	2,610	SP	Design & Installation
113	-	ITS CCTV Replacement	-	-	-	Operations Software	0	200	0	200	0	0	0	400	SP	Installation
						Encumbered Total	0		0							
						Unencumbered Total		2,025		16,831	108	1,211	1,625			
					SU	B-TOTALS (Page 2)	2,0	025	16,	831	108	1,211	1,625			
			TOTALS					,384	24,	838	2,133	3,127	5,995			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Information Technology Projects Summary

				Project Descr	ription											
Page	Project	Project Name						Proj	ect Cost (th	ousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	i lojeet ivane	From	То		Work Description	20	25	20	26	2027	2028	2029	Total	Source	Floject Flases Funded
							Е	U	Е	U	U	U	U			
114	-	IT Infrastructure Upgrade	-	-	-	Hardware & Software	0	880	0	500	500	500	500	2,880	SP	Design & Implementation
115	599-532	CFX Operations Software Update	-	-	-	Hardware & Software	0	5,000	0	2,000	0	0	0	7,000	SP	Design & Implementation
116	-	Software Development	-	-	-	Software	0	2,820	0	1,412	760	760	760	6,512	SP	Design & Implementation
117	599-563	Financial / Accounting Software Replacement	-	-	-	Software	0	4,385	0	2,258	252	0	0	6,895	SP	Design & Implementation
118	-	Toll System Hardware & Software Projects	-	-	-	Hardware & Software	0	2,520	0	9,051	920	920	920	14,331	SP	Implementation & Testing
119	-	Payment Processor Implementation	-	-	-	Software	0	804	0	0	0	0	0	804	SP	Implementation & Testing
120	-	CFX Website Rebuild	-	-	-	Software	0	0	0	100	50	0	0	150	SP	Implementation & Testing
121	-	CFX Engineering Project Management Software	-	-	-	Software	30	1	0	6	6	6	6	55	SP	Design & Implementation
						Encumbered Total	30		0							
			Unencumbered Total					16,410		15,327	2,488	2,186	2,186			
			TOTAL 16,440 15,327 2,488 2,186 2,186													

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Signing and Pavement Markings Summary

				Project Desc	ription											
٥	Project							Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	25	20	26	2027	2028	2029	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
122	599-646	Systemwide Guide Sign & Lighting Replacement	-	-	-	Signing & Lighting Replacement	2,150	0	0	0	0	0	0	2,150	SP	Construction
123	-	SR 408 & SR 417 Guide Sign Replacement	-	-	-	Signing Replacement	0	0	0	0	328	338	8,556	9,222	SP	Design, Bidding, & Const.
124	-	SR 429 & SR 453 Guide Sign Replacement	-	-	-	Signing Replacement	0	0	0	86	182	3,342	0	3,610	SP	Design, Bidding, & Const.
125	528-670	SR 528 Guide Sign Replacement	McCoy / Boggy Creek Rd.	SR 436	1.4	Signing Replacement	117	5	0	1,766	0	0	0	1,888	SP	Design, Bidding, & Const.
126	528-668	SR 528 Airport Signage Update	Tradeport Drive	Narcoossee Road	4.6	Signing Replacement	97	1,665	0	3,311	0	0	0	5,073	SP	Design, Bidding, & Const.
127	-	Systemwide Annual Toll Rate Signing Updates	-	-	-	Signing	0	210	0	210	210	210	210	1,050	SP	Design & Construction
128	599-669	Systemwide Ramp AET Signing & Pavement Markings	-	-	-	Signing Replacement	5	3,641	0	0	0	0	0	3,646	SP	Bidding, & Construction
129	599-671	Systemwide Mainline AET Signing	-	-	-	Signing Replacement	160	781	0	1,541	0	0	0	2,482	SP	Design, Bidding, & Construction
130	-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	0	0	75	1,085	620	615	2,395	SP	Design & Construction
131	-	Systemwide Signing Replacement Projects	-	-	-	Signing	0	221	0	2,693	226	2,796	1,014	6,950	SP	Design & Construction
132	-	Systemwide Miscellaneous Signing and Pavement Markings	-	-	-	Signing and Pavement Markings	0	138	0	1,829	490	490	490	3,437	SP	Design & Construction
						Encumbered Total	2,529		0							
						Unencumbered Total		6,661		11,511	2,521	7,796	10,885			
						TOTAL	9,1	190	11,	511	2,521	7,796	10,885			

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E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Renewal and Replacement Projects Summary (1 of 3)

				Project Desc	ription											
Page	Project	Project Name			Length			Proje	ect Cost (th	ousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pŝ	Number		From	То	(miles)	Work Description	20	025	20	26	2027	2028	2029		Source	
							Е	U	Е	U	U	U	U			
133	-	SR 408 Resurfacing	W of SR 50	Kirkman Road	3.5	Mill & Resurface	0	0	0	415	840	24,148	0	25,403	RR	Design & Construction
134	-	SR 408 EB Resurfacing	East of I-4	Lake Underhill	2.1	Mill & Resurface	0	0	0	0	0	472	9,088	9,560	RR	Design & Construction
135	-	SR 408 Resurfacing	Lake Underhill	Yucatan Drive	1.8	Mill & Resurface	0	0	0	886	11,392	5,690	0	17,968	RR	Design & Construction
136	-	SR 408 Resurfacing	SR 417	Rouse Road	2.4	Mill & Resurface	0	0	0	0	0	870	11,250	12,120	RR	Design & Partial Construction
137	-	SR 408 Resurfacing	Rouse Road	Alafaya Trail	1.8	Mill & Resurface	0	0	0	0	0	636	8,224	8,860	RR	Design & Partial Construction
138	-	SR 414 Resurfacing	West of SR 451	West of Keene Rd.	2.0	Mill & Resurface	0	0	0	0	0	0	723	723	RR	Design
139	-	SR 414 Resurfacing	West of Keene Rd.	US 441 (East)	2.9	Mill & Resurface	0	0	0	0	0	0	759	759	RR	Design
140	-	SR 417 Resurfacing	E-4 Bridge	Orange/Seminole County Line	2.8	Mill & Resurface	0	0	0	0	0	385	780	1,165	RR	Design & Bidding
141	429-745	SR 429/414 Resurfacing	SR 414	US 441	3.3	Mill & Resurface	4,778	0	0	0	0	0	0	4,778	RR	Construction
142	-	SR 429 Resurfacing	US 441	Kelly Park Road	4.3	Mill & Resurface	0	0	0	760	9,766	4,878	0	15,404	RR	Design & Construction
143	-	SR 429 Resurfacing	Kelly Park Road	North of CR 435	3.4	Mill & Resurface	0	0	0	0	717	13,732	0	14,449	RR	Design & Construction
144	-	SR 453 Resurfacing	SR 429	SR 46	1.3	Mill & Resurface	0	0	0	727	10,442	3,479	0	14,648	RR	Design & Partial Const.
						Encumbered Total	4,778		0							
						0		2,788	33,157	54,290	30,824					
					SU	B-TOTALS (Page 1)	4,	778	2,7	88	33,157	54,290	30,824			

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E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Renewal and Replacement Projects Summary (2 of 3)

				Project Desci	ription											
Page	Project	Project Name			Length			Proj	ect Cost (th	iousand \$) l	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Ğ	Number		From	То	(miles)	Work Description	20)25	20	26	2027	2028	2029		Source	3
							Е	U	Е	U	U	U	U			
145	-	SR 528 Resurfacing	McCoy / Boggy Creek Rd.	SR 436	1.4	Mill & Resurface	0	430	0	5,528	2,760	0	0	8,718	RR	Design & Construction
146	528-769	SR 528 Miscellaneous Resurfacing Project	Narcoossee Road	East of Innovation Way	1.9	Mill & Resurface	5	6,256	0	0	0	0	0	6,261	RR	Design & Construction
147	-	SR 528 Resurfacing	East of Innovation Way	West of Dallas Blvd	2.0	Mill & Resurface	0	0	0	0	0	0	348	348	RR	Design
148	-	SR 528 Resurfacing	East of Dallas Blvd.	SR 520	5.6	Mill & Resurface	0	0	0	0	0	0	1,173	1,173	RR	Design
149	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	78	0	918	918	918	880	3,712	RR	Design & Construction
150	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	55	0	310	310	310	310	1,295	RR	Design & Construction
151	528-778	SR 528 Bridge Improvements	-	-	-	Bridge Repairs	5	736	0	0	0	0	0	741	RR	Bidding & Construction
152	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	52	0	429	429	392	243	1,545	RR	Design & Construction
153	599-773	Systemwide FY 23 Coatings of Steel Bridges and Plaza Ped Bridges (408 / 414 / 417 / 429)	-	-	-	Painting & Inspections	10	6,802	0	3,400	0	0	0	10,212	RR	Bidding & Construction
154	599-774	Systemwide FY 23 Coatings of Ramp Plaza Butterfly Structures	-	-	-	Painting & Inspections	10	1,032	0	0	0	0	0	1,042	RR	Bidding & Construction
155	599-770	SR 417 & SR 408 Concrete Coatings	N. of Lee Vista Blvd.	N. of University Blvd.	9.0	Painting & Inspections	5	5,005	0	0	0	0	0	5,010	RR	Bidding & Construction
156	414-781	SR 414 Concrete Coatings	SR 429	US 441	6.0	Painting & Inspections	5	5,914	0	0	0	0	0	5,919	RR	Bidding & Construction
						Encumbered Total	40		0							
				Unencumbered Total						10,585	4,417	1,620	2,954			
				SUB-TOTALS (Page 2)						585	4,417	1,620	2,954			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Renewal and Replacement Projects Summary (3 of 3)

				Project Desc	ription											
Page	Project	Project Name						Proj	ect Cost (th	iousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number		From	То	Length (miles)	Work Description	20	25	20	26	2027	2028	2029	Total	Source	Troject Thases Funded
							Е	U	Е	U	U	U	U			
157	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	0	0	160	4,635	4,635	4,490	13,920	RR	Design & Construction
158	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	25	0	275	275	275	275	1,125	RR	Design & Construction
159	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Structural	0	0	0	110	110	110	110	440	RR	Design & Construction
160	599-779	Systemwide FY 23 RPM Replacements	-	-	-	RPM & Striping	0	381	0	0	0	0	0	381	RR	Construction
161	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM & Striping	0	35	0	185	140	185	190	735	RR	Design & Construction
162	429-715	West Road Signal Replacement	-	-	-	Signalization	1,317	0	0	0	0	0	0	1,317	RR	Construction
163	-	Systemwide Traffic Signal Replacement Projects	-	-	-	Signalization	0	0	0	615	615	615	615	2,460	RR	Design & Construction
						Encumbered Total	1,317		0							
						Unencumbered Total		441		1,345	5,775	5,820	5,680			
					SUB-TOTALS (Page 3)	1,7	758	1,3	345	5,775	5,820	5,680				
				TOTALS					14,	718	43,349	61,730	39,458			

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E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Landscape and Hardscape Projects Summary (1 of 2)

				Project Desc	ription											
Page	Project	Project Name			Tomoth			Proje	ect Cost (th	ousand \$) l	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
P_{c}	Number		From	То	Length (miles)	Work Description	20	025	20	26	2027	2028	2029	Total	Source	Troject Thases Tunded
							Е	U	Е	U	U	U	U			
164	-	Systemwide Discretionary Landscape & Hardscape Projects	-	-	-	Landscaping & Hardscaping	0	150	0	1,463	1,418	109	1,478	4,618	SP	Design, Installation & Maintenance
165	528-179A	SR 528 / SR 436 Interchange Hardscape	-	-	-	Hardscaping	448	0	0	0	0	0	0	448	SP	Bidding & Construction
166	408-830	SR 408 Landscaping from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Landscaping	8	0	0	0	0	0	0	8	SP	Maintenance
167	408-831	SR 408 / SR 417 Interchange Landscaping	SR 408/SR 417	Lake Underhill Road	-	Landscaping	2	0	0	0	0	0	0	2	SP	Maintenance
168	-	SR 417 Landscaping from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Landscaping	0	139	0	1,372	56	28	0	1,595	SP	Design, Installation & Maintenance
169	-	SR 417 Landscaping from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Landscaping	0	240	0	2,316	96	72	0	2,724	SP	Design, Installation & Maintenance
170	-	SR 417 Landscaping from South of Narcoossee Road to SR 528	South of Narcoossee Road	SR 528	6.2	Landscaping	0	128	0	2,701	108	108	0	3,045	SP	Design, Installation & Maintenance
171	-	SR 429 Landscaping from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.6	Landscaping	0	0	0	264	2,457	104	26	2,851	SP	Design, Installation & Maintenance
172	-	SR 429 Landscaping from Florida's Turnpike to West Road	Florida's Turnpike	West Road	5.4	Landscaping	0	0	0	305	2,849	128	64	3,346	SP	Design, Installation & Maintenance
173	-	SR 429 Landscaping from West Road to SR 414	West Road	SR 414	4.7	Landscaping	0	0	0	216	2,013	88	66	2,383	SP	Design, Installation & Maintenance
174	417-833	SR 417 Landscaping from Econ Trail to County Line	Econlockhatchee Trail	County Line	2.3	Landscaping	5	727	28	0	14	0	0	774	SP	Installation & Maintenance
175	-	Wekiva Parkway (203) Kelly Park Rd. Interchange Landscape	Kelly Park Rd. Interchange	-	-	Landscaping	0	0	0	104	972	40	10	1,126	SP	Design, Installation & Maintenance
						Encumbered Total	463		28							
				Unencumbered Total						8,741	9,983	677	1,644			
					SUB-TOTALS (Page 1)					'69	9,983	677	1,644			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Landscape and Hardscape Projects Summary (2 of 2)

				Project Desc	ription											
Page	Project	Project Name			T .1			Proje	ect Cost (th	iousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	i roject ivanie	From	То	Length (miles)	Work Description	20)25	20	26	2027	2028	2029	Totai	Source	Floject Flases Funded
							Е	U	Е	U	U	U	U			
176	-	SR 453 Buffer Plantings	SR 429	SR 46	-	Landscaping	0	78	0	791	36	27	0	932	SP	Design, Installation & Maintenance
177	528-832	SR 528 / SR 436 Interchange and Widening Landscaping	SR 436	Goldenrod Road	3.4	Landscaping	33	0	0	0	0	0	0	33	SP	Maintenance
178	-	SR 538 Landscaping from Ronald Reagan Parkway to Cypress Parkway	Ronald Reagan Parkway	Cypress Parkway	7.2	Landscaping	0	0	0	49	945	40	40	1,074	SP	Design, Installation & Maintenance
						Encumbered Total	33		0							
				Unencumbered Total				78		840	981	67	40			
					SUB-TOTALS (Page 2)	1	11	84	40	981	67	40				
					TOTALS		1,9	958	9,6	509	10,964	744	1,684			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

Central Florida Expressway Authority Five-Year Work Plan Non-System Projects Summary

				Project Desc	ription											
Page	Project	Project Name			T 4			Proje	ect Cost (th	ousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	i roject i valice	From	То	Length (miles)	Work Description	20	25	20	26	2027	2028	2029	Total	Source	r toject i nases i unded
							Е	U	Е	U	U	U	U			
179	-	Goldenrod Road (SR 551) Thermo & RPMs	SR 528	Lee Vista Blvd.	1.6	Pavement Markings - Thermo & RPMs	0	0	0	0	30	331	0	361	NSP	Design & Construction
180	800-904	Goldenrod Road (SR 551) Resurfacing	SR 528	Lee Vista Blvd.	1.6	Mill & Resurface	5	7,052	0	0	0	0	0	7,057	NSP	Design & Construction
181	-	Goldenrod Road (SR 551) Resurfacing	Lee Vista Blvd.	Hoffner Avenue	0.9	Mill & Resurface	0	0	0	0	216	2,776	0	2,992	NSP	Design & Construction
						Encumbered Total	5		0							
						Unencumbered Total		7,052		0	246	3,107	0			
						TOTALS	7,0	957	()	246	3,107	0			

* Construction Costs Escalated at 2.9% for FY 2025, 3.0% for FY 2026, 3.1% for 2027, 3.2% for FY 2028, and 3.3% for FY 2029. In general, all other costs escalated at an average of 3.1% per year.

E = Encumbered costs from projects under contracts from previous fiscal years